

**PB# 98-12**

**DESTINTA THEATER  
AMENDMENT #2**

**23-1-53.1 & 3**

Destina Theaters - Amendment  
Quassick Ave.  
(Kartiganer) #2.

98 - 12

Approved 9-21-98

DATE May 11, 1998 RECEIPT 297712RECEIVED FROM Joseph P. B. Angelotti

Address \_\_\_\_\_

One hundred and 00 DOLLARS \$ 100.00FOR P/B Application Fee (#98-12)

ACCOUNT		HOW PAID	
BEGINNING BALANCE		CASH	<u>297</u>
AMOUNT PAID		CHECK	<u>100.00</u>
BALANCE DUE		MONEY ORDER	

BY Joseph P. B. AngelottiDATE May 11, 1998 RECEIPT 98-12RECEIVED FROM Joseph AngelottiAddress 8 Kearney Ave. - Whippany, N.J. 07981Seven Hundred Fifty 00/100 DOLLARS \$ 750.00FOR Site Plan Amendment Escrow

ACCOUNT		HOW PAID	
BEGINNING BALANCE	<u>750.00</u>	CASH	
AMOUNT PAID	<u>750.00</u>	CHECK	<u>#296</u>
BALANCE DUE	<u>-0-</u>	MONEY ORDER	

BY A. Jappels  
Myra L. Mason, SecretaryDATE September 23, 1998 RECEIPT 98-12 + 98-3RECEIVED FROM Renate + Warren GoodwinAddress 377 Moorestown Dr. - Bath, PA 18014Two Hundred Thirty - Eight DOLLARS \$ 238.00FOR P.B.#98-3 ESCROW (\$125.50) / P.B.#98-12 ESCROW (\$112.50)

ACCOUNT		HOW PAID	
BEGINNING BALANCE	<u>238 -</u>	CASH	
AMOUNT PAID	<u>238 -</u>	CHECK	<u>#4885</u>
BALANCE DUE	<u>-0-</u>	MONEY ORDER	

BY Myra L. Mason, SecretaryDATE September 24, 1998 RECEIPT 98-12RECEIVED FROM Tristar Associates, Inc.Address 205 Mulberry St. - New York, NY 10012

BY

Dorothy H. Johnson

DATE May 11, 1998

RECEIPT <sup>N U M B E R</sup> 98-12

RECEIVED FROM Joseph Angelotti

Address 8 Kearney Ave. - Whippany, N.J. 07981

Seven Hundred Fifty 00/100 DOLLARS \$750.00

FOR Site Plan Amendment Escrow

ACCOUNT		HOW PAID	
BEGINNING BALANCE	750.00	CASH	
AMOUNT PAID	750.00	CHECK	#296
BALANCE DUE	-0-	MONEY ORDER	

BY A. Zappels  
Myra L. Mason, Secretary

DATE September 23, 1998

RECEIPT N I I M B F R  
98-12-98-3

RECEIVED FROM Renate + Warren Goodin

Address 399 Moorestown Dr. - Bath, PA 18014

Two Hundred Thirty - Eight, DOLLARS \$ 238.00

FOR P.B.# 98-3 Escrow (\$125.50) / P.B.# 98-12 Escrow (\$112.50)

ACCOUNT			HOW PAID		
BEGINNING BALANCE	238	-	CASH		
AMOUNT PAID	238	-	CHECK	#4885	
BALANCE DUE	-0	-	MONEY ORDER		

BY Mura Hassan Secretary

DATE September 24, 1998

RECEIPT 98-12 N U M B E R


RECEIVED FROM Tristar Associates, Inc

Address 205 Mulberry St. - New York, N.Y. 10012

Nine-Thousand-Two Hundred Fifty 00/100 DOLLARS \$ 2,250.00

FOR Site Plan Cond for Destin's Theaters

ACCOUNT			HOW PAID		
BE GINNING BALANCE	9,250	-	CASH		
AMOUNT PAID	9,250	-	CHECK	#0401	
BALANCE DUE	-0-		MONEY ORDER		

BY  Myra Mason, Secretary

DATE September 23, 1998

RECEIPT 065602

RECEIVED FROM

Address

One Hundred — 00 DOLLARS \$/00 00

FOR 48-12

Site Plan Approval Fee

ACCOUNT		HOW PAID	
BEGINNING BALANCE		CASH	1
AMOUNT PAID		CHECK	
BALANCE DUE		MONEY ORDER	

BY Robert H. Anderson

Am

PLANNING BOARD  
TOWN OF NEW WINDSOR

AS OF: 10/05/98

PAGE: 1

LISTING OF PLANNING BOARD FEES  
SITE PLAN BOND

FOR PROJECT NUMBER: 98-12

NAME: DESTINTA THEATERS - SQUIRE VILLAGE SHOPPING CENT.

APPLICANT: DESTINTA THEATERS

--DATE--	DESCRIPTION-----	TRANS	--AMT-CHG	-AMT-PAID	--BAL-DUE
09/23/98	SITE PLAN BOND- PER MIKE	CHG	9250.00		
09/24/98	REC. CK. #0401	PAID		9250.00	
			-----	-----	-----
		TOTAL:	9250.00	9250.00	0.00

PLANNING BOARD  
TOWN OF NEW WINDSOR

AS OF: 10/05/98

PAGE: 1

LISTING OF PLANNING BOARD ACTIONS

STAGE:

STATUS [Open, Withd]  
A [Disap, Appr]

FOR PROJECT NUMBER: 98-12

NAME: DESTINTA THEATERS - SQUIRE VILLAGE SHOPPING CENT.

APPLICANT: DESTINTA THEATERS

--DATE--	MEETING-PURPOSE-----	ACTION-TAKEN-----
09/21/98	PLANS STAMPED	APPROVED
07/08/98	P.B. APPEARANCE	ND:WVE P.H. APPROVE
	. ADD MORE SCREENING ALONG UNION AVENUE ENTRANCE - TO BE	
	. HANDLED WITH THE ENGINEER IN THE FIELD. ALSO ADD THEM TO	
	. THE BOND.	
07/01/98	WORK SESSION APPEARANCE	REVISE
05/13/98	P.B. APPEARANCE	APPROVED
05/06/98	WORK SESSION APPEARANCE	SUBMIT

PLANNING BOARD  
TOWN OF NEW WINDSOR

AS OF: 10/05/98

PAGE: 1

LISTING OF PLANNING BOARD **FEES**  
**APPROVAL**

FOR PROJECT NUMBER: 98-12

NAME: DESTINTA THEATERS - SQUIRE VILLAGE SHOPPING CENT.

APPLICANT: DESTINTA THEATERS

--DATE--	DESCRIPTION-----	TRANS	--AMT-CHG	-AMT-PAID	--BAL-DUE
09/17/98	P.B. APPROVAL FEE	CHG	100.00		
09/23/98	REC. CASH - TO TOWN CLERK	PAID		100.00	
			-----	-----	-----
		TOTAL:	100.00	100.00	0.00

PLANNING BOARD  
TOWN OF NEW WINDSOR

AS OF: 10/05/98

PAGE: 1

LISTING OF PLANNING BOARD **FEES**  
**ESCROW**

FOR PROJECT NUMBER: 98-12

NAME: DESTINTA THEATERS - SQUIRE VILLAGE SHOPPING CENT.  
APPLICANT: DESTINTA THEATERS

--DATE--	DESCRIPTION-----	TRANS	--AMT-CHG	-AMT-PAID	--BAL-DUE
05/11/98	REC. CK. #296	PAID		750.00	
05/13/98	P.B. ATTY. FEE	CHG	35.00		
05/13/98	P.B. MINUTES	CHG	54.00		
07/08/98	P.B. ATTY. FEE	CHG	35.00		
07/08/98	P.B. MINUTES	CHG	27.00		
09/17/98	P.B. ENGINEER	CHG	724.50		
09/23/98	REC. CHECK 4885 (IN PART)	PAID		125.50	
		TOTAL:	875.50	875.50	0.00



PLANNING BOARD  
TOWN OF NEW WINDSOR

AS OF: 07/08/98

PAGE: 1

LISTING OF PLANNING BOARD AGENCY APPROVALS

FOR PROJECT NUMBER: 98-12

NAME: DESTINTA THEATERS - SQUIRE VILLAGE SHOPPING CENT.  
APPLICANT: DESTINTA THEATERS

	DATE-SENT	AGENCY-----	DATE-RECD	RESPONSE-----
REV1	07/02/98	MUNICIPAL HIGHWAY -	07/07/98	APPROVED
REV1	07/02/98	MUNICIPAL WATER	07/07/98	APPROVED
REV1	07/02/98	MUNICIPAL SEWER	/ /	
REV1	07/02/98	MUNICIPAL FIRE	07/07/98	APPROVED
ORIG	05/11/98	MUNICIPAL HIGHWAY	07/02/98	SUPERSEDED BY REV1
ORIG	05/11/98	MUNICIPAL WATER	07/02/98	SUPERSEDED BY REV1
ORIG	05/11/98	MUNICIPAL SEWER	07/02/98	SUPERSEDED BY REV1
ORIG	05/11/98	MUNICIPAL FIRE	07/02/98	SUPERSEDED BY REV1

PLANNING BOARD  
TOWN OF NEW WINDSOR

AS OF: 10/05/98

PAGE: 1

LISTING OF PLANNING BOARD **SEQRA** ACTIONS

FOR PROJECT NUMBER: 98-12

NAME: DESTINTA THEATERS - SQUIRE VILLAGE SHOPPING CENT.  
APPLICANT: DESTINTA THEATERS

	DATE-SENT	ACTION-----	DATE-RECD	RESPONSE-----
ORIG	05/11/98	EAF SUBMITTED	05/11/98	WITH APPLICATION
ORIG	05/11/98	CIRCULATE TO INVOLVED AGENCIES	/ /	
ORIG	05/11/98	LEAD AGENCY DECLARED	/ /	
ORIG	05/11/98	DECLARATION (POS/NEG)	07/08/98	DECL. NEG. DEC.
ORIG	05/11/98	PUBLIC HEARING	07/08/98	WAIVED PH
ORIG	05/11/98	AGRICULTURAL NOTICES	/ /	
ORIG	05/11/98		/ /	

AS OF: 09/17/98

PAGE: 1

## CHRONOLOGICAL JOB STATUS REPORT

JOB: 87-56

NEW WINDSOR PLANNING BOARD (Chargeable to Applicant)

CLIENT: NEWWIN - TOWN OF NEW WINDSOR

TASK: 98- 12

FOR WORK DONE PRIOR TO: 09/17/98

										-----DOLLARS-----			
TASK-NO	REC	--DATE--	TRAN	EMPL	ACT DESCRIPTION-----	RATE	HRS.	TIME	EXP.	BILLED	BALANCE		
. . . . .													
98-12	129108	03/11/98	TIME	MJE	MC DESTINA	75.00	0.50	37.50					
98-12	134253	05/06/98	TIME	MJE	MC DESTINA W/SUP	75.00	0.30	22.50					
98-12	134259	05/06/98	TIME	MJE	WS DESTINA 14 THEATER	75.00	0.40	30.00					
98-12	134268	05/07/98	TIME	MJE	MC SQUIRE Hg W/CHGE	75.00	0.40	30.00					
98-12	134906	05/11/98	TIME	MJE	MC SQUIRE LIGHTING	75.00	0.80	60.00					
98-12	134427	05/12/98	TIME	MCK	CL SQUIRE VILL RVW COMM	28.00	0.50	14.00					
98-12	134907	05/12/98	TIME	MJE	MC DESTINA W/CHGE	75.00	0.40	30.00					
98-12	134910	05/12/98	TIME	MJE	MC DESTINA	75.00	0.50	37.50					
98-12	134263	05/13/98	TIME	MJE	MM 14 Theater Am APPD	75.00	0.10	7.50					
98-12	134913	05/13/98	TIME	MJE	MC DESTINA	75.00	0.10	7.50					
98-12	134998	05/18/98	TIME	SAS	CL MEMO EGITTO SQUIRE	28.00	0.50	14.00					
98-12	135739	05/20/98	TIME	MJE	WS SQUIRE/DESTINA	75.00	0.40	30.00					
98-12	135741	05/20/98	TIME	MJE	MC SQUIRE LTG W/ENG'R	75.00	0.40	30.00					
98-12	135733	05/22/98	TIME	MJE	PM SQUIRE LTG	75.00	1.50	112.50					
98-12	138000	06/15/98	TIME	MJE	MC SQUIRE LIGHTING	75.00	0.50	37.50					
98-12	137995	06/18/98	TIME	MJE	MC SQUIRE TC RE STAT	75.00	0.20	15.00					
98-12	138977	06/24/98	TIME	MJE	MC SQUIRE TC RE AM	75.00	0.40	30.00					
98-12	138967	06/25/98	TIME	MJE	MC SQUIRE TC RE AM	75.00	0.40	30.00					
								575.50					
98-12	136816	06/15/98			BILL 98-731 6/15/98					-463.00			
										-463.00			
98-12	139249	07/01/98	TIME	MJE	WS DESTINA AM	75.00	0.50	37.50					
98-12	139770	07/07/98	TIME	SAS	CL SQUIRE VILLAGE	28.00	0.50	14.00					
98-12	141216	07/07/98	TIME	MJE	MC DESTINA	75.00	0.50	37.50					
98-12	139593	07/08/98	TIME	MJE	MM DESTINA APPD	75.00	0.10	7.50					
								96.50					
98-12	139697	07/13/98			BILL 98-793 7/13/98					-150.00			
98-12	142003	08/10/98			BILL 98-898 8/10/98					-59.00			
										-209.00			
98-12	144980	09/17/98	TIME	MJE	MC Destina Closeout	75.00	0.70	52.50					
TASK TOTAL								724.50	0.00	-672.00	52.50		
. . . . .													
GRAND TOTAL								724.50	0.00	-672.00	52.50		

PLANNING BOARD  
TOWN OF NEW WINDSOR

AS OF: 09/17/98

PAGE: 1

LISTING OF PLANNING BOARD **FEES**  
**ESCROW**

FOR PROJECT NUMBER: 98-3

NAME: DESTINTA THEATERS - ADDITION  
APPLICANT: DESTINTA THEATERS

--DATE--	DESCRIPTION-----	TRANS	--AMT-CHG	-AMT-PAID	--BAL-DUE
01/21/98	REC. CK. #1437	PAID		750.00	
02/11/98	P.B. ATTY. FEE	CHG	35.00		
02/11/98	P.B. MINUTES	CHG	40.50		
07/01/98	P.B. ENGINEER FEE	CHG	679.50		
07/01/98	REC. CK. #344	PAID		5.00	
09/17/98	ADDIT. ENG. FEE/FILE REOPEN	CHG	112.50		
	TOTAL:		867.50	755.00	112.50

PLANNING BOARD  
TOWN OF NEW WINDSOR

AS OF: 09/17/98

PAGE: 1

LISTING OF PLANNING BOARD **FEES**  
**ESCROW**

FOR PROJECT NUMBER: 98-12

NAME: DESTINTA THEATERS - SQUIRE VILLAGE SHOPPING CENT.  
APPLICANT: DESTINTA THEATERS

--DATE--	DESCRIPTION-----	TRANS	--AMT-CHG	-AMT-PAID	--BAL-DUE
05/11/98	REC. CK. #296	PAID		750.00	
05/13/98	P.B. ATTY. FEE	CHG	35.00		
05/13/98	P.B. MINUTES	CHG	54.00		
07/08/98	P.B. ATTY. FEE	CHG	35.00		
07/08/98	P.B. MINUTES	CHG	27.00		
09/17/98	P.B. ENGINEER	CHG	724.50		
		TOTAL:	875.50	750.00	125.50

PLANNING BOARD  
TOWN OF NEW WINDSOR

AS OF: 09/17/98

PAGE: 1

LISTING OF PLANNING BOARD **FEES**  
**APPROVAL**

FOR PROJECT NUMBER: 98-12

NAME: DESTINTA THEATERS - SQUIRE VILLAGE SHOPPING CENT.  
APPLICANT: DESTINTA THEATERS

--DATE--	DESCRIPTION-----	TRANS	--AMT-CHG	-AMT-PAID	--BAL-DUE
09/17/98	P.B. APPROVAL FEE	CHG	100.00		
			-----	-----	-----
		TOTAL:	100.00	0.00	100.00

CERTIFICATE

TO: ORANGE COUNTY CLERK

THE OFFICE OF THE ORANGE COUNTY COMMISSIONER OF FINANCE, BY MARY ANN HESSE, REAL PROPERTY TAX SUPERVISOR, ON BEHALF OF THE ORANGE COUNTY COMMISSIONER OF FINANCE, THE OFFICIAL HAVING CUSTODY AND CHARGE OF THE RECORDS AND FILES IN THE AFORESAID OFFICE PERTAINING TO TAXES, TAX SALES AND UNREDEEMED TAX SALES, DOES HEREBY CERTIFY THAT AN EXAMINATION AND SEARCH OF SAID RECORDS AND FILES WAS CONDUCTED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 334 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK AND SUCH INVESTIGATION REVEALS NO UNPAID TAXES AGAINST OR UNREDEEMED TAX SALES IN THE NAME OF:

ASSESSED TO: Franklin Associates

TOWN OF: New Windsor

TAX MAP DESIGNATION      23      1      53.1, 2, 3, & 4  
                                 SECTION      BLOCK      LOT

DATED:      GOSHEN, NEW YORK  
                 THIS 2nd DAY OF  
                 July      , 1998

THE COMMISSIONER OF FINANCE OF THE  
COUNTY OF ORANGE, NEW YORK

BY:

Mary Ann Hesse

MARY ANN HESSE  
REAL PROPERTY TAX SUPERVISOR

FURTHER CERTIFICATES REQUIRED:

  X        NONE  
            TOWN OF                                     
            SCHOOL DISTRICT                             
            VILLAGE



**McGOEY, HAUSER and EDSALL  
CONSULTING ENGINEERS P.C.**

RICHARD D. McGOEY, P.E.  
WILLIAM J. HAUSER, P.E.  
MARK J. EDSALL, P.E.  
JAMES M. FARR, P.E.

Licensed in NEW YORK, NEW JERSEY  
and PENNSYLVANIA

- ☐ **Main Office**  
45 Quassaick Ave. (Route 9W)  
New Windsor, New York 12553  
(914) 562-8640  
e-mail: mheny@att.net
- ☐ **Regional Office**  
507 Broad Street  
Milford, Pennsylvania 18337  
(717) 296-2765  
e-mail: mhepa@ptd.net



23 September 1998

**MEMORANDUM FOR RECORD**

**TO:** Michael Babcock, Town Building Inspector

**FROM:** Mark J. Edsall, P.E., Planning Board Engineer

**SUBJECT:** DESTINA THEATER'S SITE PLAN  
FIELD COMPLETION REVIEW - 9/23/98  
NEW WINDSOR PLANNING BOARD NO. 98-3/98-12

This memorandum will confirm our field review on the morning of 23 September 1998 of the subject project. At that time, workers were in the process of completing many of the site plan elements and interior building improvements. At the time of our visit, we reviewed the site with Bob Lobban representing the developer.

For purposes of site plan compliance relative to the issuance of a Certificate of Occupancy, the following items were noted as not complete and require bonding:

1. Supplemental landscaping tree plantings along Union Avenue.
2. Concrete curbing along parking lot, parallel to Union Avenue.
3. Miscellaneous striping.
4. Miscellaneous landscaping.
5. Lighting modifications/adjustments.
6. Final as-builts (sewer/water).

As per the discussions on the site, it is our recommendation that a Performance Bond amount be established at \$9,250.00 for completion of the site work. Once all building code related items have been accomplished and the referenced Bond posted with the Town, I see no reason why a Certificate of Occupancy should not be issued for the building.

Respectfully submitted,

Mark J. Edsall, P.E.  
Planning Board Engineer  
MJEmk

cc: Myra Mason (via fax)  
Bob Lobban (Fax 561-5545)  
A:9-23-E.mk



ANDREW S. KRIEGER  
ATTORNEY AT LAW  
219 QUASSAICK AVENUE  
SQUIRE SHOPPING CENTER, SUITE 3  
NEW WINDSOR, NEW YORK 12553  
(914) 562-2333  
FAX (914) 562-2407

September 11, 1998

Twilight ent. Prod. Inc.  
Capricorn's Nightclub  
5-7 Squire Village Shopping Center  
New Windsor, New York 12553

Attn: Robert and Susan Fischer

Re: Destenta Theaters/Franklin Assoc.

Dear Mr. and Mrs. Fischer:

In response to your letter of September 9, 1998, as you are probably aware Destenta/Franklin received site plan approval for 12 theaters prior to their most recent application to modify that approval to allow 14 screens. During its review of that prior site plan application, the New Windsor Planning Board determined that the proposed parking was adequate. At that time, the continued existence of Capricorns was assumed and taken into account by the Planning Board in making its decision to approve that application.

With respect to the modification, there can only be two additional movie screens in a Destenta theater complex if Capricorns ceases to exist. As long as Capricorns does exist there can be only 12 screens and therefore the prior parking calculation is the one that is operable. The Planning Board cannot determine whether Capricorns lease is valid or not and its approval of a site plan does not and cannot have any effect on the legal validity of your claims with respect to the lease and tenancy. The Planning Board does not intend to take any further action with respect to this matter.

Twilight Ent. Prod. Inc.

-2-

September 11, 1998

I suggest that you seek advice from a competent attorney with respect to what, if any, legal steps you may now take. Since many of the time periods within which legal action may be taken are very short, I further suggest that you seek and retain this attorney. When you have secured legal representation please ask your attorney to contact me.

Very truly yours,

ANDREW S. KRIEGER

ASK:mmt

cc: Town of New Windsor Planning Board

REGULAR ITEMSDESTINTA THEATERS SITE PLAN AMENDMENT (98-12) QUASSIACK AVENUE

Mr. Scott Kartiganer appeared before the board for this proposal.

MR. KARTIGANER: What we're doing, what we're requesting tonight to get a 1,200 square foot addition basically it's for concession, and some video games in the theater. What this requires coming up in the front of the building, no additional seats, no additional parking requirement for the building itself. But what happens is to be able to get this 1,200 square foot addition we still want to get the ten foot sidewalk around the perimeter of this addition, we want to keep or maintain the 30 foot frontage for the traffic so what we have done is made a, in front of the building, I've colored it on this rendering, we're losing 14 spaces in the front of the building. What we have done is taken parking, we have gone over there, by the way, with Mr. Edsall, we've played around with the parking, we've gotten 16 spaces around the former theater current occupations building, we got additional 16 spaces. What I did is I put our note here, we added additional 16 spaces to replace 14 spaces lost, 1,200 square foot addition. As the project, the primary requirement for a bulk of this requirement of this project was the parking or the limitation, that was primarily our biggest constraint mostly it's for aesthetics to make the theater work a little better, so if there's any questions from the board.

MR. KRIEGER: As I indicated before, Mr. Chairman, I'm a tenant in the premises. So, although I have no interest in this proceeding, no personal interest, but I want to make my tenancy a matter of record. I also want to bring it to the board's attention that that building that Scott was talking about is the occupations building is currently as we sit here tonight unoccupied. Occupations has left and it's vacant so by reference to it being the occupations building which for convenience may still exist, I wanted the board to know the true status of the



**McGOEY, HAUSER and EDSALL  
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e-mail: mheny@att.net
- ☐ **Regional Office**  
507 Broad Street  
Milford, Pennsylvania 18337  
(717) 296-2765  
e-mail: mhepa@ptd.net

**TOWN OF NEW WINDSOR  
PLANNING BOARD  
REVIEW COMMENTS**



**REVIEW NAME:** SQUIRE VILLAGE SHOPPING CENTER  
SITE PLAN AMENDMENT  
EXPANSION TO FOURTEEN (14) THEATERS

**PROJECT LOCATION:** NYS ROUTE 94 AND UNION AVENUE  
SECTION 23 - BLOCK 1 - LOT 53.1 AND 3

**PROJECT NUMBER:** 98-12

**DATE:** 8 JULY 1998

**DESCRIPTION:** THE APPLICATION INVOLVES A CHANGE IN USE FOR  
INTERIOR AREAS OF THE EXISTING MALL, CREATING  
TWO ADDITIONAL THEATERS. IN ADDITION, AN  
EXPANSION OF THE LOBBY AREA IS NOW PROPOSED.

1. The Planning Board previously reviewed this application, with same not including any exterior site modifications. The only area of concern was the effect on the parking demand.
2. This latest plan proposes the expansion of the theater lobby with a 1200 S.F. addition. As a result of the addition, fourteen (14) parking spaces are lost in the front. To offset same, the Applicant proposes the addition of seventeen (17) spaces at the rear and side of the former theater building. Some of these spaces are designated as employee parking. (the actual number of total spaces added is sixteen (16), as eight (8) employee spaces are shown, not 9).
3. The Board should review the layout of this latest plan and determine if the modification of the building footprint, with the lobby addition, is acceptable. From a parking standpoint, the Applicant continues to maintain the number of "provided" spaces as per previous approvals.
4. The Board is already Lead Agency for this action. The Board should determine if this amendment effects the previous SEQRA determination. If not, the Planning Board should reaffirm their Negative Declaration.

**TOWN OF NEW WINDSOR  
PLANNING BOARD  
REVIEW COMMENTS**

**REVIEW NAME:** SQUIRE VILLAGE SHOPPING CENTER  
SITE PLAN AMENDMENT  
EXPANSION TO FOURTEEN (14) THEATERS  
**PROJECT LOCATION:** NYS ROUTE 94 AND UNION AVENUE  
SECTION 23 - BLOCK 1 - LOT 53.1 AND 3  
**PROJECT NUMBER:** 98-12  
**DATE:** 8 JULY 1998

Page Two

As well, the Board should make a determination as to the need for a Public Hearing for this amendment.

5. We have been working with the Planning Board Secretary, Myra Mason, and the Applicant in an effort to obtain closure on the previous applications. The Planning Board Attorney, Andy Krieger, is reviewing the documentation relative to the combination of the lots to a single lot site plan. Final lighting plans have been submitted and are being processed. Once this application is approved, the stamped plan for application 98-12 will supersede all previous Site Plans.

Respectfully submitted,



Mark J. Edsall, P.E.  
Planning Board Engineer

MJesh

A:.squire.sh

building.

MR. LUCAS: Any plans for the building?

MR. KARTIGANER: What, as far as sketches for this addition?

MR. LUCAS: No, for the old former theater.

MR. KARTIGANER: They are looking for tenants right now.

MR. LUCAS: That parking would be accommodated because of that?

MR. KARTIGANER: Well, no, actually what we, this was an area in the back that we currently had no parking here we really didn't require, we squeezed some parking in here. What we did is we called it employee parking cause it is a little tighter, it's in the rear of the property where we wanted to be able to get some service vehicles, more service area over here so that would be mostly either employees or the last space is filled up around the site because we have some angled parking over here.

MR. STENT: Basically, that is the only changes you're looking to make? I think based on my minor changes we're making still reaffirm our negative dec.

MR. PETRO: In the form of a motion.

MR. LANDER: So moved.

MR. LUCAS: Second it.

MR. PETRO: Motion has been made obviously we're still lead agency, nothing's changed, so we have a motion and the second that the New Windsor Planning Board declare negative dec for the Destinta Squire Village Shopping Center amendment. Is there any further discussion from the board members? If not, roll call.

ROLL CALL

MR. ARGENIO	AYE
MR. STENT	AYE
MR. LANDER	ABSTAIN
MR. LUCAS	AYE
MR. PETRO	AYE

MR. STENT: I don't think we need a public hearing.

MR. LUCAS: Neither do I.

MR. PETRO: You're abstaining because you're doing work there?

MR. LANDER: Yes.

MR. ARGENIO: Make a motion we waive the public hearing.

MR. LUCAS: Second it.

MR. PETRO: Motion has been made and seconded that the New Windsor Planning Board waive public hearing for the Destinta Squire Village Shopping Center site plan amendment. Is there any further discussions from the board members? If not, roll call.

#### ROLL CALL

MR. ARGENIO	AYE
MR. STENT	AYE
MR. LANDER	ABSTAIN
MR. LUCAS	AYE
MR. PETRO	AYE

MR. PETRO: I don't see any problem with the parking as it stands. We're removing about approximately 3 percent of the parking for the site and you're adding back a little better than 3 percent and project of this size 3 percent is negligible. Mark's comments state and affirm what I am saying, that it is certainly feasible to do what you want to do. You're removing 14, you're adding 17, some of those are employee parking, but still you're adding 17, so the entire plan as it was first reviewed should stand the way it is as far as parking is concerned. In the meantime, I have

received a letter from one of your neighbors on the north side of the project about some landscaping. I do not know whether Mark brought this up at workshop or not, there is a concern that the lights from the vehicles and maybe from the building, mostly from the vehicles on the north side are going to be shining across the street, which is Union Avenue into the homes of the people living there and they are worried about a little screening. I know that you do have some shrubbery on the landscaping, I believe it's too far apart and not quite high enough, if we can have it more dense in some form, I'd appreciate that, but I'd like to have it shown on the plan or have a subsequent landscaping plan designed and added to this application.

MR. KARTIGANER: Ah-huh.

MR. PETRO: Mark, does that sound okay with you to have something there or a note depicting the type of trees?

MR. EDSALL: One other way of doing it that I have done in some other towns, it works rather well, is to have the applicant commit themselves to a certain number of additional plantings that can be field located based on the finished conditions, once the work is done, we would just add it into the bond and that way we can get together with the applicant and it would save the cost of changing the plan and then we can tailor fit the locations based on when the paving is done and talk to the neighbors.

MR. KARTIGANER: I think that is the best way because there's a concern when they put this in the sight distance because this is on a county road, it was reviewed with the engineer and they were concerned, specific requirements for having sight distance so we're going to want to be able to put some lower trees here, we have some larger ones in.

MR. PETRO: Again, we're going to handle, that is with you and through the bonding.

MR. EDSALL: Yeah, I would think if we'd have some four foot pines, spruces, some type of evergreen added and



maybe have up to a dozen available that we could field locate to, maybe help this neighbor out.

MR. PETRO: Sounds acceptable.

MR. KARTIGANER: That sounds acceptable to me cause we're going to find as we're doing around the perimeter site we're going to want to place a few in a certain spot, we can't anticipate at the beginning of the project.

MR. PETRO: Keep in mind you need to get the lots combined.

MR. KARTIGANER: That is fully in the process.

MR. PETRO: Also we're going to need the--

MR. KARTIGANER: In fact, I believe they are.

MR. PETRO: Is it the lighting plan that is not quite done?

MR. EDSALL: Lighting plan is done. As a matter of fact, the cost estimate is finished. Once this plan, if the board decides to approve it is in the board's hands, we've got the lighting plan, we could stamp all the plans and close this thing out.

MR. PETRO: Not to belabor this, everybody happy with the additional landscaping the way we're going to handle that?

MR. LUCAS: I'd like to see the really solid, I talked to Richie, there's a concern so I appreciate that, Scott.

MR. KARTIGANER: Yes, we'll meet with the neighbor and put the trees in.

MR. PETRO: Preferably, it's Mr. Osner, we have a letter on file but it's Richard Osner, there's two or three neighbors there that have combined and are looking for a little screening so okay Mike anything else?

MR. LUCAS: Only other thing I had was the existing building that's there, do we have parking accommodated for that?

MR. KARTIGANER: We do have parking, we counted that as office, it's actually occupancy for 200 square feet.

MR. KRIEGER: Probably at this point calculating parking, it's impossible then to anticipate exactly what it will be and the parking calculation will have to be done at the time they come in if there isn't enough parking, too bad.

MR. STENT: Make a motion that we approve the amended site plan for Squire Village Shopping Center expansion.

MR. LUCAS: Second it.

MR. PETRO: Motion has been made and seconded that the New Windsor Planning Board grant final approval to the Squire Village Shopping Center amendment, of course, we're going to realize that this final approval is subject to the lighting plan being acceptable to the planning board engineer and to the board.

MR. KARTIGANER: Right.

MR. PETRO: And plantings as we discussed.

ROLL CALL

MR. ARGENIO	AYE
MR. STENT	AYE
MR. LANDER	ABSTAIN
MR. LUCAS	AYE
MR. PETRO	AYE

**Memo**

**To:** Joseph Angelotti  
**From:** John Casson  
**CC:** Steven A. Ventor  
Mark fumasoli  
  
**Date:** 07/07/98  
**Re:** New Windsor Lot Combination

---

Joe:

I was able to walk the re-combination for New Windsor , thru the building department in New Windsor and the Tax Department in Goshen.

The forms have been completed and are attached.

I was advised by the Tax Map Dept. that re-mapping would be forwarded in 2 weeks time.

Please note that the new section block and lot are 23 -1 - 53.11.

Please call me if I can be o f any further assistance.

John

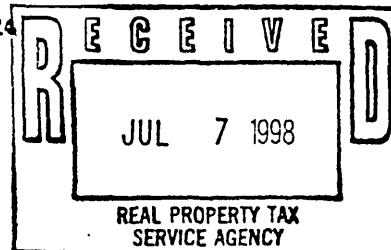


Joseph G. Rampe  
County Executive

## REAL PROPERTY TAX SERVICE AGENCY

Gary A. Bennett Sr., CCD  
Director

124 Main Street  
Goshen, New York 10924  
(914) 291-2490



### REQUEST FOR COMBINATION

DATE: 7/1/98

TOWN/VILLAGE/CITY

New Windsor

SCHOOL DISTRICT

Newburgh

	S.B.L.
1.	23-1-53.1
2.	23-1-2
3.	23-1-3
4.	23-1-4
5.	
6.	

For Tax Map Department use	
DEED	OWNER

A REQUEST IS MADE TO COMBINE THE ABOVE NAMED SECTION,  
BLOCK AND LOTS INTO ONE PARCEL FOR TAX PURPOSES.

ISSUE NEW OR DECIMAL OFF SEC. 93 BLK. 1 LT. 53.11

ALL THE DUE TAXES ARE PAID  
ON THESE PARCELS AND THEY ARE ALL IN THE SAME SCHOOL DISTRICT.

ASSESSOR'S SIGNATURE  
AUTHORIZING AND CONFIRMING  
ABOVE

G. Cook  
JMR ASSOCIATES, L.L.C.

OWNER'S SIGNATURE

Martin S. Kernwood  
Martin S. Kernwood

CERTIFICATE

TO: ORANGE COUNTY CLERK

THE OFFICE OF THE ORANGE COUNTY COMMISSIONER OF FINANCE, BY MARY ANN HESSE, REAL PROPERTY TAX SUPERVISOR, ON BEHALF OF THE ORANGE COUNTY COMMISSIONER OF FINANCE, THE OFFICIAL HAVING CUSTODY AND CHARGE OF THE RECORDS AND FILES IN THE AFORESAID OFFICE PERTAINING TO TAXES, TAX SALES AND UNREDEEMED TAX SALES, DOES HEREBY CERTIFY THAT AN EXAMINATION AND SEARCH OF SAID RECORDS AND FILES WAS CONDUCTED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 334 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK AND SUCH INVESTIGATION REVEALS NO UNPAID TAXES AGAINST OR UNREDEEMED TAX SALES IN THE NAME OF:

ASSESSED TO: Franklin Associates

TOWN OF: New Windsor

TAX MAP DESIGNATION      23      1      53.1, 2, 3, & 4  
                                 SECTION      BLOCK      LOT

DATED: GOSHEN, NEW YORK  
THIS 2nd DAY OF  
July , 1998

THE COMMISSIONER OF FINANCE OF THE  
COUNTY OF ORANGE, NEW YORK

BY:

Mary Ann Hesse

MARY ANN HESSE  
REAL PROPERTY TAX SUPERVISOR

FURTHER CERTIFICATES REQUIRED:

X      NONE  
\_\_\_\_ TOWN OF \_\_\_\_\_  
\_\_\_\_ SCHOOL DISTRICT \_\_\_\_\_  
\_\_\_\_ VILLAGE \_\_\_\_\_

ANDREW S. KRIEGER  
ATTORNEY AT LAW  
219 QUASSAICK AVENUE  
SQUIRE SHOPPING CENTER, SUITE 3  
NEW WINDSOR, NEW YORK 12553  
(914) 562-2333  
FAX (914) 562-2407

September 10, 1998

Town of New Windsor Planning Board  
555 Union Avenue  
New Windsor, New York 12553

Attn: Myra Mason, Secretary

Re: Destenta Theaters/Franklin Assoc.

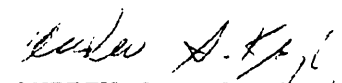
Dear Myra:

This will confirm my telephonic advices to you on this date that "in my opinion" that the Planning Board can and should proceed to sign the above referenced site plan.

The "objection" raised by Mr. and Mrs. Fischer will not, in my opinion, is not reason to delay signing the site plan. I will respond to Mr. and Mrs. Fischer in writing.

Thank you.

Very truly yours,

  
ANDREW S. KRIEGER

ASK:mmt

**RESULTS** **P.B. MEETING OF:** July 8, 1998

**PROJECT:** Dorinda Theater **P.B.#** 98-12

**LEAD AGENCY:**

**NEGATIVE DEC:**

*(Lander)*

*1 Abstain*

1. **AUTHORIZE COORD LETTER:** Y\_\_ N\_\_

M) 5 S) 11 VOTE: A 4 N 0

2. **TAKE LEAD AGENCY:** Y\_\_ N\_\_

CARRIED: YES\_\_ NO\_\_

M)\_\_ S)\_\_ VOTE: A\_\_ N\_\_

CARRIED: YES\_\_ NO\_\_

*1 Abstain (Lander)*

**WAIVE PUBLIC HEARING:** M) 4 S) 11 VOTE: A 4 N 0 **WAIVED:** Y ✓ N\_\_

**SCHEDULE P.H.** Y\_\_ N\_\_

**SEND TO O.C. PLANNING:** Y\_\_

**SEND TO DEPT. OF TRANSPORTATION:** Y\_\_

**REFER TO Z.B.A.:** M)\_\_ S)\_\_ VOTE: A\_\_ N\_\_

**RETURN TO WORK SHOP:** YES\_\_ NO\_\_

**APPROVAL:**

M)\_\_ S)\_\_ VOTE: A\_\_ N\_\_ **APPROVED:** \_\_\_\_\_

M) 5 S) 11 VOTE: A 4 N 0 **APPROVED CONDITIONALLY:** 7/8/98  
*Abstain (Lander)*

**NEED NEW PLANS:** Y\_\_ N\_\_

**DISCUSSION/APPROVAL CONDITIONS:**

<i>Add more screening along Union Avenue entrance</i>
<i>to be handled with the Engineers in the field</i>
<i>and add them to the bond.</i>



**McGOEY, HAUSER and EDSALL**  
CONSULTING ENGINEERS P.C.

RICHARD D. McGOEY, P.E.  
WILLIAM J. HAUSER, P.E.  
MARK J. EDSALL, P.E.

☐ Main Office  
45 Quassaick Ave. (Route 9W)  
New Windsor, New York 12553  
(914) 562-8640  
☐ Branch Office  
400 Broad Street  
Millford, Pennsylvania 18337  
(717) 296-2765

**PLANNING BOARD WORK SESSION**  
**RECORD OF APPEARANCE**

TOWN/VILLAGE OF NEW WINDSOR P/B # 98-12  
WORK SESSION DATE: 1 JULY '98 APPLICANT RESUB.  
REAPPEARANCE AT W/S REQUESTED: Not req REQUIRED: new plans  
PROJECT NAME: Destina Theaters  
PROJECT STATUS: NEW X OLD X  
REPRESENTATIVE PRESENT: Steve, Jr, Warren Geisman  
MUNIC. REPS PRESENT: BLDG INSP. \_\_\_\_\_  
FIRE INSP. P  
ENGINEER X  
PLANNER \_\_\_\_\_  
P/B CHMN. \_\_\_\_\_  
OTHER (Specify) \_\_\_\_\_

ITEMS TO BE ADDRESSED ON RESUBMITTAL:

- need plan. 5 copies for the review  
- put 14 spaces in along old theater (encl. pks)  
- Monday morning to Myra

Also discuss closeout of 98-3 and  
building permit issues. Mfr to  
talk to Jim Petro, GM, & Frank Lir

4MJE91 pbwsform



RONALD K. FRIEDMAN  
ATTORNEY AT LAW

2277 ROUTE 9  
FISHKILL, NEW YORK 12524  
(914) 897-4001  
FAX (914) 897-4485

14 FAIR STREET  
CARMEL, NEW YORK 10512  
(914) 228-1992  
FAX (914) 228-1993

September 15, 1998

Town of New Windsor Planning Board  
555 Union Avenue  
New Windsor, New York 12553

Re: Destina Theaters Project  
Location: Route 94 and Union Avenue  
Town of New Windsor, New York  
Our File No.: 7111-98

Dear Sirs:

Please be advised that I represent Twilight Entertainment Productions, Inc., who own and operate Capricorn's, a bar/lounge located at the above referenced premises. Pursuant to a written lease agreement with their landlord, JMR Associates, LLC. It only recently came to my client's attention that there was a site plan application, for which approval was granted by your Board, which involves construction of a movie theater at the premises and demolition of Capricorn's.

The purpose of this letter is to advise you that there is presently litigation pending in the Supreme Court of the State of New York, County of Orange in the matter entitled JMR Associates, LLC vs. Twilight Entertainment Productions, Inc. under the index number 4286-98 before the Honorable Peter C. Patsalos, wherein the validity of my client's lease agreement, and the parties' respective rights thereto are in issue. To the extent the owner of the premises claims the right to interfere with my client's use and enjoyment of the premises before there is a determination by the Supreme Court with regard to those issues, that claim is premature.

Moreover, to the extent the site plan approval is based upon the right to use my client's premises, that site plan approval interferes with my client's rights and subjects the Planning Board to possible claims brought against it.

RONALD K. FRIEDMAN, ESQ.

New Windsor Planning Board

Page 2

September 15, 1998

I suggest that you review the enclosed with your representatives, including your building inspector and attorney, so that all parties are aware of the possible claims which may result from the effectuation of the site plan, as approved by you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Ronald K. Friedman", with a long horizontal flourish extending to the right.

RONALD K. FRIEDMAN, ESQ.

RKF:cm

[C:\WPDOCS\TWIL711\NEW.LTR]

Enclosure[s]

cc: Mr. and Mrs. Robert Fisher

Twilight Ent. Prod., Inc.  
D/B/A Capricorn's Nightclub  
5-7 Squire Village Shopping Ctr.  
New Windsor, New York 12553  
(914) 473-0306

SEPTEMBER 9, 1998

Town of New Windsor  
Planning Board Members  
Att: MR. Andrew Krieger, Atty.  
555 Union Avenue  
New Windsor, New York 12553

DEAR MR. Krieger,

On September 8, 1998, Robert and Susan Fisher, owners and operators of Capricorn's Nightclub located at 5-7 Squire Village Shopping Center, New Windsor N.Y. obtained the minutes of the Planning Board meetings regarding Site Plan Approvals granted to Destina Theaters at Squire Village Shopping Center.

Upon review of the aforementioned minutes, to our discovery and dismay, we found Destina Theaters and Franklin Assoc. AKA J.M.R. Assoc., L.L.C. has made representation that their intentions are to "take out an area which is now Capricorn's, which includes the office space and that square footage and turning those into two additional Theaters". It further makes reference to their intentions to accommodate parking (see May 13, 1998 P.B. minutes).

Please be advised Twilight Ent. Prod., Inc. D/B/A Capricorn's is in possession of a fully executed lease with Franklin Assoc. AKA J.M.R. Assoc., L.L.C. until April 30, 1999, with the Tenant's renewal option through April 30, 2000. Capricorn's has full intentions to renew the Lease option from 1999 to 2000. (see attached Lease and Renewal).

Today, September 9, 1998 at 9:30 A.M., Twilight Ent. Prod., Inc. D/B/A Capricorn's Nightclub and Franklin Assoc. AKA JMR Assoc., L.L.C. went before Hon. Peter C. Patsalos in Supreme Court for a Preliminary Hearing and have been involved in litigation regarding the demised premises since July 1998.

The result of the preliminary hearing earlier today was to schedule a Hearing on November 16, 1998 at 9:30 A.M.

We have been advised the projected opening of Destina Theaters is scheduled for September 24, 1998.

After more than four long, hard, years at Capricorn's and continually maintaining a respectable reputation, in an unoccupied, ill-attended Shopping center, anticipating the opening of this Multiplex Movie Theater for more than two years, Capricorn's fully intends on capitalizing on this opportunity. Our intention is to be open Seven Days A week. Based on the Supreme Court decision today, we can guarantee we will be in occupancy at least until November 16, 1998 and if Justice prevails as our documentation will prove, we will be in occupancy to the completion of our Lease in the year 2000.

Since it appears significant site decisions were made by the Planning Board based on miss-information regarding Capricorn's vacancy we are gravely concerned about ample parking. According to the site map "Parking Table" which to the best of our knowledge has been approved, you have allocated fifty cars per night. This number is grossly underestimated. We would like to invite the Board members for a site inspection any Saturday Night at 1:00 A.M. to assess the number of cars in the Parking lot. We are confident you will find no less than 100.

In closing, we would like to apologize for the late manner of this presentation, however we believed until Sept. 8, 1998 the representations made to the Planning Board were accurate regarding Capricorn's occupancy. Please advise us as soon as possible what the intentions are to resolve this anticipated Parking dilemma.

Thank you for your time and attention to this matter.  
Respectfully Submitted,

Susan J. Fisher



DESTINTA THEATERS AMENDED SITE PLAN (98-12) QUASSIACK  
AVENUE

Mr. Scott Kartiganer appeared before the board for this proposal.

MR. PETRO: We know that you have final approval, you're here for what?

MR. KARTIGANER: We're here for modification of the internal building, we're looking to add an additional two screens and some more additional seating, we're not changing anything on the exterior of the building. First time I think the board has really seen what the building's going to look like and the general floor plan. We're taking out, this is where the theaters are now, we're taking out an area which is now Capricorn's and upstairs Capricorn's, which includes the office space and that square footage and turning those into two additional theaters.

MR. KRIEGER: Must be losing a lot of floor space?

MR. KARTIGANER: We're losing a lot of floor space, I did a new parking calculation after we--

MR. PETRO: Beating me to the punch.

MR. KARTIGANER: That's the only issue.

MR. PETRO: What was the calculation?

MR. KARTIGANER: It's basically a wash, the overall Capricorn's had a seating requirement of parking requirement of one to three and we have a seating parking requirement of 1 to 4, we're losing some square footage here, mixed use, some office on the upstairs, we're losing that square footage and we're losing the over 5,400 square feet for the Capricorn's. So actually in that reduction the calculations come out to be that the total parking spaces remain the same at 576, what we have come up with because we have eliminated an additional night use, if you remember where we have any stress at all is the possible night use of Capricorn's of the night restaurant like that

and the theater concurrently, so we actually have a reduction in our estimated amount of parking from 516 to 514 at night, an increase during the day of the maximum anticipated parking from 365 to 395.

MR. PETRO: I like the word you used, the decrease, a large decrease there. If it was up one spot, would you have used the word increase? But seriously, I think it does help because you're eliminating two night uses so that the overlap theory would have been more impacted if we had left it alone, you know, the overlapping of the parking.

MR. KARTIGANER: The biggest impact at this kind of shopping center is at night and eliminating the night club and turning it into a theater moderates that substantially. The overall number of parking spaces required maximum which was a number that we discussed before of like if everybody parked all at the same time, you know, with the uses and the square footage and everything stays exactly the same at 625.

MR. PETRO: Well, go ahead.

MR. KRIEGER: Just for the record, I have my law office in that complex, but I do not own, I'm a tenant, I do not own any part of the complex nor does this affect me in any way financially or otherwise. But I did want to put that disclaimer on the record, and if that, the mere fact that I have my office there causes any planning board member to want to seek advice, legal advice from someone other than myself, you have been notified.

R. PETRO: Doesn't bother the chairman. Any other members have a problem?

R. ARGENIO: I have no problem.

. LANDER: No.

. PETRO: Back to the site plan, I don't see where it really affects anything that's been previously reviewed the original site plan, if the parking is exactly the same, basically, the interior of the building is

going to be different use, but that use basically is reducing the parking load by two spots.

MR. KARTIGANER: That's correct.

MR. LANDER: I don't see a problem, Mr. Chairman, it's interior renovations, nothing on the outside.

MR. KARTIGANER: The outside stays basically the same.

MR. PETRO: Mark, all the previous lead agency and negative dec and public hearing and everything you feel that all that will stay in effect on this particular application or go through the procedure again?

MR. EDSALL: I would have the board first agree for the record with the submitted calculations for shared use of parking under that Section 4816(A)7 that is a discretionary item, so I think you should go on record saying yes, you do accept the calculations and believe that they are appropriate.

MR. PETRO: I will speak as for the chairman, I believe that not only do we accept them, it's bettering the situation because you have eliminating two concurring night uses, in other words, we didn't eliminate a day use then put in the theater.

MR. EDSALL: I tend to agree with you and one of the advantages is that they have effectively taken a use that requires a parking space per every three seats and they are putting in a use that requires a parking space per every four seats, so they have gone to the less intense use and overall, there's a decrease in the most critical time, which is at night.

MR. PETRO: So, we do accept that theory.

MR. EDSALL: It may be worthwhile just to get a motion cause that is an approval.

MR. PETRO: Want to, Mark's saying under section 4816(A)7 of the Town Zoning Code that the planning board is accepting the shared use idea and accepting the number of spots.

MR. EDSALL: Yes.

MR. LANDER: Make that motion.

MR. ARGENIO: Second it.

MR. PETRO: Motion has been made and seconded that the New Windsor Planning Board accept the motion that was just read into the minutes. Is there any further discussion from the board members? If not, roll call.

ROLL CALL

MR. ARGENIO	AYE
MR. LANDER	AYE
MR. PETRO	AYE

MR. EDSALL: The other motion I would suggest since you have gone through the whole SEQRA process and the only effect of this application involved parking and you have just by motion said that you believe it's a decrease in impact that you just make a motion saying that based on your knowledge of this application and the site, there's no information that would invalidate your previous SEQRA determinations.

MR. LANDER: So moved.

MR. ARGENIO: Second it.

MR. PETRO: Motion has been made and seconded that the New Windsor Planning Board accept the motion that was just written in by Mark Edsall. Is there any further discussion from the board members? If not, roll call.

ROLL CALL

MR. ARGENIO	AYE
MR. LANDER	AYE
MR. PETRO	AYE

MR. PETRO: Motion for final approval.

MR. LANDER: So moved.



MR. ARGENIO: Second it.

MR. PETRO: Motion's been made and seconded that the New Windsor Planning Board grant final approval to the Squire Village Shopping Center site plan amendment which is the expansion to 14 theaters from 12. Is there any further discussion from the board members? If not, roll call.

ROLL CALL

MR. ARGENIO	AYE
MR. LANDER	AYE
MR. PETRO	AYE

MR. EDSALL: While we have the applicant here, maybe you want to discuss the lighting that was an open issue from the previous application. We have received the plan and the approach they are using is a flood light fixture to light the site and normally, the board was not very supportive of that type of fixture on every previous application I'm aware that you reviewed. So I attempted to get ahold of Central Hudson and it took probably five calendar days before I was able to get ahold of the woman who was handling their account. I was attempting to find the identical fixture installed locally so you can get an idea of what this fixture, what type of glare and lighting it provides. As it ends up, the only one she can advise more specifically was a fixture like the one placed in front of Cornwall town hall, but she also indicated that some car dealerships use them. The Town of New Windsor didn't tell me which ones, I'm a little concerned about the fixture only because of the board's previous opinions and I think you should look, if possible.

MR. PETRO: What do you suggest to replace it?

MR. EDSALL: Difficulty is Central Hudson, although there are probably hundreds of thousands of fixtures available on the market, makes available five and they are five different types like the lighting fixture like Luminair, they have a variation of that, they've got a rectangular cut-off fixture, they have a flood light

and then they have a colonial light which clearly wouldn't work. Problem is they don't have a big selection. So if the type fixture is unacceptable to the board, they have either got to go to the cut-off fixture, which is the rectangular cut-off fixture which is what you normally want or require that Central Hudson special order something or that they do not use Central Hudson. So it is a difficult situation as far as picking a fixture that works for the site because Central Hudson doesn't have a big selection.

MR. PETRO: I know you just said an awful lot but I don't know what fixture.

MR. EDSALL: Normally, you look for a fixture that projects downward, is a cut-off type fixture, no glare to adjoining roads or to residential adjoining properties. The fixture that they are providing is a rectangular flood light and they do provide a lot more light, but they impact a much larger area. And I know this board's opinion in the past and after having seen this specific fixture as I recall its lighting pattern I would hesitate very much telling these gentlemen to have all these fixtures installed and I would be sure to be tarred and feathered by this board if you didn't have an opportunity to look them yourself.

MR. PETRO: Do you have alternate fixtures that you are prepared to go to and use?

MR. KARTIGANER: Fact is, we don't, for using the Central Hudson fixtures we're very limited in the amount of fixtures and type of fixtures that we can use. One of the things that we're trying to do on this project here is to make it functional and cost effective for the owners. It's not a primary location but we did the lighting plan, unfortunately, I'm not all that prepared tonight, we had original lighting plan as part of the overall project with down fixtures, the overall cost of the project renovating the overall site costs substantially more for the client than anticipated and any costs that we can get savings on we're trying to get Central Hudson to come in with a proposal to perimeter light the entire site. So what you have is they'll only come in with fixtures with

overhead wires going around the perimeter of the site, what we have done we have actually already installed it as part of the site work. We have installed underground wiring right on the outside of the site and we have located, we have modified some of what Central Hudson gave us and made sure everything's pointing either straight towards the building or for sure away from the residential as much as possible. We're showing some lighting here in the corners all pointing towards the building.

MR. PETRO: Let me stop you there. Why don't you do a few, want to continue with the same lights, just put shields over any of the lights that are going to be sensitive to the south side, I guess that is what we're talking about.

MR. EDSALL: Yeah, I'm not--

MR. ANGELOTTI: They are all pointing towards the building.

MR. EDSALL: Again, I'm not trying to say it's impossible to make these work, I just know the board's sensitive for these type and I'm not quite sure how they can for these type lights you're not cut off, I don't know if there's a shield that will provide floor protection to the adjoining residential properties, I know they are all pointed towards the buildings, but ultimately in some locations, there is houses adjacent to the theater.

MR. LANDER: Which is Squire Village Apartments.

MR. PETRO: And the north side of Union Avenue extension there, too, obviously the people to the west are not going to complain.

MR. ARGONIO: Is this as simple as you as the applicant submitting another lighting plan, that is what we're talking about, different fixtures?

MR. KARTIGANER: We did submit, we submitted original.

MR. ARGONIO: Now, you're saying you're over budget,

those lights are too expensive, you want to use different lights, you want to submit a different lighting plan using different lights that summarizes it, is that correct?

MR. KARTIGANER: Right.

MR. ARGENIO: Just so I'm clear.

MR. KARTIGANER: That is what we have done showing the foot candles and some lot of the areas is actually slightly less, still acceptable as what we had.

MR. ARGENIO: You should have a lighting plan tonight.

MR. PETRO: This is part of the original application which they have approval for, we're asking them now at this time to reconsider before they put up those lights.

MR. EDSALL: Yes and no, they are, the original application that was approved by the board had fixture locations shown on them, but it did not have any lighting isolux curves or any lighting intensity data, the board conditionally approved it subject to them preparing such a plan, this lighting plan is completely different than what was on the plan you conditionally approved so there is, so there's a change.

MR. KARTIGANER: We did give you an original lighting plan.

MR. ARGENIO: This is different, that is the point.

MR. EDSALL: I don't think you had isolux data.

MR. KARTIGANER: We did have that.

MR. EDSALL: On the entire site?

MR. KARTIGANER: Not on the entire site, auxiliary, parking.

MR. EDSALL: Again, I'm not trying to say it's wrong, but the board should actively participate in making

this decision because if there's any complaints, you're going to hear them.

MR. ANGELOTTI: No, when they sent me up to Colandrea to look before I told Scott to proceed with it, you drive up passed Colandrea, the way they are facing towards the cars, there's no glare coming back the other way against 17K. I know a car dealership especially like that is a little bit different, but the thing that encouraged us to go forward was there was no spill of light coming back against 17K.

MR. BABCOCK: Jim, I also want to say something that a gentleman by his first name was Mark from Central Hudson, I understand he no longer works there, he called me and I think that is what started some of this investigation on the lights and stuff and he asked me about the lighting plan and that he was quite surprised that the Town of New Windsor was going to allow them to put up such a lighting detail on this project and that is when I talked to Mark and that is how this all got started. We understand the applicant wants to have a nice lighted area and we want him to have that, we just want to make sure that there's not going to be any problems in the future. That's all we're looking at.

MR. PETRO: You already have these lights?

MR. BABCOCK: No, Central Hudson is going to install them.

MR. PETRO: What's the problem, why can't we go to a different light if they are not installed?

MR. EDSALL: Difficulty comes obviously because these lights generate quite a bit of light and projected over a large area you need less of these lights than if you put in a street light type Luminair, you need at least double if not triple the number of fixtures.

MR. KARTIGANER: We'll need additional ones, also, we got an issue, there's only so much that Central Hudson will do.

MR. PETRO: If you need more interior.

MR. KARTIGANER: If they had interior, they'll string the lights overhead as opposed to putting anything underground, it's as a special favor we put everything in for them underground in the front of the theater, it's going to be brand new, it would be a shame to put any wiring, change the aesthetics and run it over ground. What we looked at is the auxiliary parking over here and we're shielded on the east side of this by, we're basically leaving all of our, a lot of our open spaces over here. It's all wooded. We're shining this way and this way, we're maybe a little shy in the center of this parking area, we have a couple lights in this area and all the lights along Union Avenue are shining towards this direction. There's nothing really pointing.

MR. PETRO: You always get a little overflow, somebody sitting in their bedroom and they are trying to sleep and you have this peripheral light coming in, its going to be a bright spot and it needs to be bright, but I don't know the right answer. Let me ask you this, Mark, yes or no question, are you unhappy with the lighting plan as it stands?

MR. EDSALL: Yeah, I'm concerned.

MR. PETRO: So, Scott, here's the solution, get together with Mark, give him a plan that he is satisfied with and we'll stamp the plan.

MR. EDSALL: That is a tough one because their lighting works as far as providing light on their site, I have no problem with the light intensities that are shown on the plan, so that part is fine, but the point remains I don't know if you have seen the type light we're talking about, it's a wide open flood light.

MR. BABCOCK: We have a concern here, now is the best time to address it.

MR. PETRO: I'm going to ask the applicant to come up with the plan reviewed by the planning board engineer and Ron, Jerry and myself do not have the answer.

MR. EDSALL: My suggestion would be I can look at it with Scott, my biggest fear is that one of two things happen, either they put all this up and you tell them to take it down which they have already made an investment, or secondly that you let it stay up and you get flooded with complaints. My suggestion would be before any money is spent that the board go look at Colandrea, if you're riding through Cornwall, look at the town hall, that is places where Central Hudson's put these identical fixtures, I will still work with Scott, I'd rather have everybody happy before the poles start going up.

MR. KARTIGANER: One of the things as I'm looking at it as long as we're pointing towards one direction there is several lights that look like they can be, looks like the one that you pointed out over here.

MR. PETRO: You can turn that a little bit.

MR. KARTIGANER: We may be able to do some of this just simply by turning it, even the stuff that is along the perimeter over there we can, maybe there can even be something like a smaller light or down light just over there right in that area.

MR. PETRO: Are you using wall packs on this building?

MR. KARTIGANER: We're going to have some wall packs.

MR. EDSALL: As a spotlight that can go to wall packs, those kinds of tweaking we can do, but I'd like to see if the board in the next two weeks or even if you just call me and give me opinions, try to see these lights at night because this will be the first time you have taken this type of light and they do have a big area to light but nonetheless, I don't want to have you flooded with complaints.

MR. PETRO: Okay, work with Mark and the board is going to see the lights at Colandrea Pontiac and we'll give Mark our input.

MR. BABCOCK: We've had some 200 plus maybe 230, 250 complaints, noise complaints with just alone with

Capricorn's Lounge so we're happy to see that go and this take its place but we don't want those complaints to continue and lighting is going to be a problem and that one light fixture that's shining right on Squire Village is going to be a problem.

MR. PETRO: Review it again with Scott, come up with something, I don't know what yet. When you're ready, we'll sign the new plan.

MR. EDSALL: If all you guys go out and look at the lights and you look at them at night and say there's no way that that type of light is going to work in Squire Village that makes it easy because there's a chance you may look at it and not like it.





**McGOEY, HAUSER and EDSALL  
CONSULTING ENGINEERS P.C.**

RICHARD D. McGOEY, P.E.  
WILLIAM J. HAUSER, P.E.  
MARK J. EDSALL, P.E.  
JAMES M. FARR, P.E.

Licensed in NEW YORK, NEW JERSEY  
and PENNSYLVANIA

**TOWN OF NEW WINDSOR  
PLANNING BOARD  
REVIEW COMMENTS**

- ☐ **Main Office**  
45 Quassaick Ave. (Route 9W)  
New Windsor, New York 12553  
(914) 562-8640  
e-mail: mheny@att.net
- ☐ **Regional Office**  
507 Broad Street  
Milford, Pennsylvania 18337  
(717) 296-2765  
e-mail: mhepa@ptd.net



**REVIEW NAME:** SQUIRE VILLAGE SHOPPING CENTER  
SITE PLAN AMENDMENT  
EXPANSION TO FOURTEEN (14) THEATERS

**PROJECT LOCATION:** NYS ROUTE 94 AND UNION AVENUE  
SECTION 23-BLOCK 1-LOT 53.1 AND 3

**PROJECT NUMBER:** 98-12

**DATE:** 13 MAY 1998

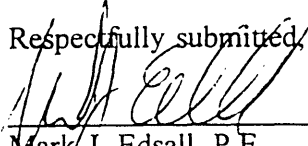
**DESCRIPTION:** THE APPLICATION INVOLVES A CHANGE IN USE FOR  
INTERIOR AREAS OF THE EXISTING MALL, CREATING  
TWO (2) ADDITIONAL THEATERS FOR DESTINA  
THEATERS.

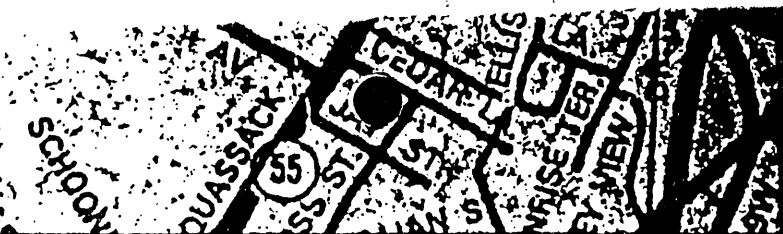
1. It is my understanding that this application involves the elimination of the existing bar occupancy and relocation of the personal service salon, with two (2) additional theaters constructed. The changes involve interior modifications and, as such, no site plan is included with this application.

The primary issue to be reviewed for this proposed amendment involves the revised parking calculation for the site. The Applicant's Architect has submitted a proposed calculation, which indicates the daytime "demand" increasing from 365 to 395 and the nighttime "demand" being reduced from 516 to 514. The available parking spaces provided on the site is indicated as 576. The Planning Board should review this revised parking evaluation with the Applicant and make a determination accepting the combined space (shared use) of the spaces, as per their discretionary judgement under Section 48-16(A)7 of the Town Zoning Code.

2. Other than the concurrence on the parking issue, I am aware of no other issues which must be addressed as part of this site plan amendment, although it should be noted that the conditions of approval for the 98-3 application have not all yet been satisfied.

Respectfully submitted,

  
Mark J. Edsall, P.E.  
Planning Board Engineer  
MJEmk  
A:SQUIRE5.mk



4/8/98 DATE DWT. NOTE - OLD DWT  
B

William C. ...

# ONING SCHEDULE:

ONE: NC (NEIGHBORHOOD COMMERCIAL)  
IN. LOT AREA: 10000SF 402,929 (6.18 AC + 3.07 AC = 9.25 AC))  
IN. LOT WIDTH: 100FT 475+FT  
E FRONT YARD: 40FT 180FT+  
EQ SIDE YARD: 15/35 35/250FT  
EQ. REAR YARD: 15FT 75FT  
E STREET FRONTAGE: N/A  
MAX BUILDING HT: 35FT NOT TO EXCEED 35FT  
LOOR AREA RATIO: 1 .14 (57,850 SF TOTAL BUILDING)  
EVELOPMENT COVERAGE: N/A

## PARKING TABLE

TYPE OF USE	DAY	NIGHT
PHARMACY : 3200SF • 1/200SF GROSS=	16	10
EMPTY RETAIL : 1250SF • 1/200SF GROSS=	6	0
BEAUTY PARLOR : 1240SF • 1/200SF GROSS=	6	0
LIQUOR STORE : 1150SF • 1/200SF AREA=	6	6
BANK : 2928SF • 1/300SF FLOOR AREA=	10	0
FORMER THEATER (NOW OCCUPATIONS) // COUNTED AS		
OFFICE: 11,000SF • 1/200SF AREA=	55	0
OFFICE AREA (2ND FLOOR) 5150SF • 1/200SF=	28	28
<del>RESTAURANT/BAR: 5400SF</del>		
<del>ASSUME 150 SEATS • 1/3 SEATS=</del>	<del>20</del>	<del>50</del>
RESTAURANT: (FORMER ABC PIZZA) 1400SF		
60 SEATS • 1/3 SEATS=	20	20
NEW THEATER:(IN FORMER 17,350SF A&P MARKET)		
1080 SEATS • 1/4 SEATS=	100	270
THEATER ADDITION		
833 640 SEATS • 1/4 SEATS=	148	100 180 208
TOTAL REQUIRED:	395	385 576 514
TOTAL PROVIDED:		576 576

NOTE: THEATER USE IS PRIMARILY AFTER 5 PM AT NIGHT  
PARKING AREA SERVES DUAL USE UNDER SECTION 48-16 PARA. 7

NUMBER OF PARKING SPACES REQUIRED (MAX)= 625+ STAYS  
NUMBER OF PARKING SPACES PROVIDED = 576 ← SAME  
49 SPACES ARE ESTIMATED FOR DUAL USE

640  
+193  
833

WORK SHEET -

REFERENCE

98 - 12

RECEIVED MAR 11 1998

# PROPOSED AMENDMENT

## PARKING TABLE (REVISED)

TYPE OF USE	DAY	NIGHT
PHARMACY : 3200SF @ 1/200SF GROSS=	16	10
EMPTY RETAIL : 1250SF @ 1/200SF GROSS=	6	0
BEAUTY PARLOR : 1240SF @ 1/200SF GROSS=	6	0
LIQUOR STORE : 1150SF @ 1/200SF AREA=	6	6
BANK : 2928SF @ 1/300SF FLOOR AREA=	10	0
FORMER THEATER (NOW OCCUPATIONS)/ COUNTED AS		
OFFICE: 11,000SF @ 1/200SF AREA=	55	0
OFFICE AREA                      SF @ 1/200SF= 28	28	0
	5590	
RESTAURANT: (FORMER ABC PIZZA) 1400SF		
60 SEATS @ 1/3 SEATS=	20	20
NEW THEATER:(IN FORMER 17,350SF A&P MARKET)		
1080 SEATS @ 1/4 SEATS=	100	270
THEATER ADDITION		
833 SEATS @ 1/4 SEATS=	148	208
TOTAL REQUIRED:	395	514
TOTAL PROVIDED:	576	576

NOTE: THEATER USE IS PRIMARILY AFTER 5 PM AT NIGHT  
PARKING AREA SERVES DUAL USE UNDER SECTION 48-16 PARA. 7

NUMBER OF PARKING SPACES REQUIRED (MAX)= 625  
NUMBER OF PARKING SPACES PROVIDED = 576  
49 SPACES ARE ESTIMATED FOR DUAL USE

RECEIVED MAR 11 1998

98 - 12

VAN

LEASE

DATE 12/15/94  
32

THIS LEASE made as of this fifteenth day of December

19 93 between FRANKLIN ASSOCIATES of 100 Hamilton Plaza, Suite 400,  
Box 21, Paterson, New Jersey 07505

(hereinafter called the Landlord), and TWILIGHT ENTERTAINMENT PRODUCTIONS, INC.  
of 71 Smith Road, Poughkeepsie, New York 12603

(hereinafter called the Tenant).

WITNESSETH:

WHEREAS, the Landlord desires to lease to Tenant the certain premises hereinafter described in the shopping center of the Landlord of which the hereinafter described premises are a part, upon the terms, covenants, conditions and provisions hereinafter in this lease set forth, and the Tenant desires to lease the same from the Landlord upon such terms, covenants, conditions and provisions:

NOW THEREFORE, this lease of such premises is granted by the Landlord and accepted by the Tenant upon the terms, covenants, conditions and provisions in this lease contained, and the Landlord and the Tenant hereby covenant and agree with each other as follows:

1. PREMISES AND TERMS

1. The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord the premises described in Exhibit A hereof, subject to the terms, covenants, conditions and provisions of this lease, for a term commencing on See Rider, Paragraph 3.

and ending 36 months from the Lease commencement date.

(such term, but as shortened by any earlier termination of the term of this lease under the provisions hereof, is hereinafter called the "demised term").

2. RENT

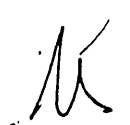
1. The tenant covenants to pay rent to the Landlord in accordance with the provision of this article. The base rent for each lease fiscal year during the demised term shall be the following: Commencing with the first day of this lease, Lessee covenants and agrees to pay to the Lessors an annual minimum rental for the demised premises the sum of \$ See Rider per year, payable in advance in equal monthly installments of \$ See Rider. \*See rider attached, Paragraph 1.

2. In addition to the rentals hereinabove provided for, the Lessee covenants and agrees to pay when due, all charges for light, heat, gas, fuel power, sewer service charges and water furnished, ~~supplied~~ used by the Lessee on the demised premises.

3. It is further agreed that should the Lessee take possession prior to the first day of the month, then and in that event, Lessee shall pay to Lessor rent for such additional period pro-rated at the rate set forth above for each monthly payment.

(17.5%)

4. Lessee shall pay to Lessor a pro-rata share/allocated to the premises occupied by the Lessee\*of any increase in taxes levied above present last tax bill periods for all taxes and assessments levied and assessed against the premises and building is a part, including all land which is part of said Shopping Center for the purposes of pro-ration it is agreed that a percentage based on the square footage of all stores which are a part of the shopping center in which the subject premises are located at the time the said taxes are imposed, and which are on the same tax bill shall be attributed to the subject premises. The above taxes



are to be paid to the Lessor as additional rental on the first day of the month following the month in which said taxes shall be billed by Lessor to Lessee. \* continued below

5. All rental payments shall be paid by Lessee to the Landlord at the address hereinafter specified for notices to Landlord unless other place shall be designated by the Landlord in writing addressed to the Tenant.

3. SUPPLEMENT TO LEASE

1. The Lessor and the Lessee agree that they will, if required, execute and have recorded a supplement to this lease setting forth the beginning date of the term of this lease, and said supplement shall be deemed to have incorporated therein by reference every provision of this lease contract.

4. SIGNS

1. Lessee shall not erect or place any signs on the exterior of the demised premises unless the same shall be approved by the Landlord, which approval shall not be unreasonably withheld. See Rider attached, Paragraph 6.

5. PLATE GLASS

1. Lessee agrees to replace any plate glass broken or damaged upon the demised premises at its own cost and expense and further agrees to carry plate glass insurance making the Landlord as a party in interest. A copy of said plate glass insurance policy together with a paid bill for the premium therefor shall be delivered to the Landlord at least ten days prior to the expiration of such policy.

6. USE AND MAINTENANCE

1. Lessee further covenants and agrees that it will at all times use the demised premises in a safe, careful, proper and prudent manner, and that it will not violate any lawful statutes, ordinances, rules, orders, regulations and requirements of the Federal, State, County and City governments and of any and all of its departments and bureaus, and of the Board of Fire Underwriters affecting the demised premises and the use thereof, and the walks and driveways adjoining the same, and that they will not suffer or permit any unlawful use of, or any unlawful occupations, trade or business to be conducted in the demised premises. See schedule B

2. The Lessee agrees that it will, at all times during the terms of this lease, maintain the demised premises, including but not limited to the plumbing, heating and air conditioning apparatus, and all fixtures and equipment therein contained, in good condition and repair, including all repairs, and that it will remove the snow, ice and debris from the sidewalks abutting the demised premises. The Lessor agrees that it will maintain the structural parts of the building in good condition and repair. The Lessee shall be responsible for repairs only within the premises contained inside the structural walls of the demised premises unless repairs result from Lessee's negligence. See Paragraph 16 of Rider

7. TAXES

1. The Tenant agrees at all times during the demised term to pay before delinquency any and all taxes, assessments and public charges payable during the demised term levied, assessed or imposed upon the Tenant's business or upon the Tenant's fixtures, furniture, appliances or personal property installed or located in the demised premises, or which constitute a lien upon any of the foregoing, or to cause (see top of next page)

\*Paragraph 2(4) is continued as follows: Except where increases result from improvement to the shopping center which do not involve the demised premises. The base year shall be any tax bills which are issued and come due in the calendar year 1994. In the event Landlord contests it's taxes and/or assessments and prevails by settlement or judgment, Lessee shall be entitled to a pro-rata credit towards it's future rent, based upon the net recovery to the Landlord in the months next following receipt of said reduction by Landlord. Tenant shall not receive any credit for a reduction below base year taxes.

such tax, assessment, or public charge to be bonded or otherwise discharged so as to allow Tenant to contest same.

2. Tenant further agrees to pay when and as due all license fees, permit fees, charges of a similar nature required to be paid by any governmental authorities for the conduct by the Tenant or any concessionaire of any business, profession, occupation or undertaking authorized hereunder to be conducted on the demised premises.

8. RULES AND REGULATIONS

1. Tenant agrees at all times during the demised term to obey and observe (and compel its officers, employees, contractors, licensees, invitees, concessionaires and all others doing business with it, to observe and obey) any and all reasonable rules and regulations established by the Landlord at any time and from time to time during the demised term for the government, the conduct and operation of the Tenant and/or for the promotion of the safety, health, preservation of property and maintenance of good order within the shopping center, so long as the same be not discriminatory with respect to the Tenant.



9. LESSEE'S PROHIBITED ACTS

1. The tenant agrees that it will not at any time during the demised term, without first obtaining the Lessor's consent:

A. Conduct or permit in the demised premises (i) any fire, bankruptcy, auction, or "close out" sale (whether real or fictitious), or (ii) any so called "discount house" or similar business or activity, or (iii) the deliberate and consistent utilization of any unethical method of business operation;

B. Change the exterior color or architectural treatment of the demised premises or the building in which the same are located, or any part thereof;

C. Use, or permit to be used, the sidewalk adjacent to, or any other premises outside, the demised premises for the sale or display of any merchandise or for any other business, occupation or undertaking;

D. Mark, paint, drill, write upon, or in any other way mar or deface any <sup>exterior</sup> wall, ceiling, floor, wood, stone, masonry, or metalwork in, on, or about the demised premises or the building in which the demised premises are located; except for the installation of equipment, fixtures, etc., or necessary interior signs; See Rider Paragraph 23.

~~E. Permit any building apparatus, fixtures, appliances, or similar equipment to be placed in or on the demised premises and which is affixed to the realty to be or become subject to any mortgages, liens, conditional sales agreements or encumbrances as a result of any action or failure to act by the Lessee;~~

F. Perform any act or carry on any practice, which may injure the demised premises or the building in which they are located or any other part of the shopping center;

G. Use or permit the use of any portion of the demised premises as living quarters, sleeping apartments, lodging rooms, or for any unlawful purpose;

H. Operate on the demised premises or in any part of the shopping center any coin (or token) operated vending machine or similar device for the sale of any goods, wares, merchandise, food, beverages and/or services. Tenant shall, however, be permitted to use coin operated public telephones, licensed cigarette vending machines, coin operated personal hygiene devices in ladies room and one coin operated amusement device such as a pinball machine.

I. Install any awning(s) in or on the demised premises which are visible to public view outside the demised premises, without the prior written approval of the Landlord.

J. Place a load on any floor in the interior delivery system or in the demised premises exceeding the floor load per square foot which such floor was designed to carry, or install, operate or maintain therein any heavy item of equipment except in such manner as to achieve a proper distribution of the weight;

K. Install, operate or maintain in the demised premises any electrical equipment which will "overload" the electrical system therein, or any part thereof, beyond its reasonable capacity for proper and safe operation as determined by the Lessor in light of the over-all system and requirements therefor in the shopping center, or which does not bear underwriters' approval; or

2. The Lessee agrees that it will handle and dispose of all rubbish, garbage and waste from the Lessee's operations in the demised premises in accordance with regulations established by the Lessor therefor from time to time and then in effect. Without in any way limiting the generality of the foregoing, it is understood that (unless and until the Lessor shall so consent thereto in writing), the Lessee will not permit any rubbish or garbage to accumulate in, on or about the demised premises or any part of the shopping center unless confined in metal containers so located as not to be visible to members of the public in the shopping center, and otherwise in accordance with regulations established by the Lessor therefor; will not burn any trash or garbage of any kind in or about the demised premises and/or the shopping center; and will not permit any garbage or rubbish to be collected or disposed of from the demised premises except by the Lessor or a person(s) designated by the Lessor (but the Lessor agrees that the prices to be charged therefor by the Lessor or such person(s) so designated shall be reasonable); all the foregoing, however, subject to rules and regulations established by the Lessor therefor from time to time and then in effect to prevent or eliminate any health hazard.

3. The Lessee agrees that it will not, during the demised term, (a) install any signs on the roof or any exterior wall (including both the interior and exterior surfaces of the demised premises or (b) install or place on the roof or any exterior wall (including both the interior and exterior surfaces of windows and doors) of the demised premises any sign, symbol, advertisement, neon or other light, shade or other object or thing visible to public view outside of the demised premises (whether the same is designed to be used permanently or temporarily), without first obtaining the Lessor's approval as to whether the same shall be installed or placed and, if so, as to the location, number, type and appearance of each thereof. The Lessee will not, after such approval, change any of the foregoing in any respect without a further such approval by the Lessor, which further approval will not be unreasonably withheld.

10. RESTRICTION ON USE

1. Lessee covenants and agrees that the Lessee shall use the demised premises only for the purposes stated in this lease and for no other purposes.

2. The Lessee agrees that it will not, nor will any affiliate of the Lessee, directly or indirectly, operate, manage or have any interest in the profits of any similiar business for ----- the sale of goods, wares, merchandise, food, beverage and/or services (other than the Lessee's store in the demised premises) within the area described by a circle having its center in the demised premises and having a radius of three (3) miles.

11. DESTRUCTION BY FIRE OR OTHER CASUALTY

1. In the event the improvements on the demised premises shall, during the term of this lease, be damaged by fire or other unavoidable casualty so that it shall not be suited for use and occupancy to the Lessee, the rent herein provided for or a just and proportionate part thereof, according to the nature and extent of the damage sustained, shall cease and abate and the payment of full rent by the Lessee shall only be resumed when the premises have been restored to their former state; provided, however, that in the event of the total damage or substantial destruction by fire, tornado or other casualty, the Lessor may elect to terminate this lease by written notice to Lessee not later than thirty (30) days after the occurrence of such casualty ~~and adjust costs of the loss with the insurance carriers~~ and thereupon this lease shall be cancelled and terminated; provided, however, that if this lease shall not thereupon be cancelled, then in that event the Lessor agrees to rebuild, restore and replace the destroyed premises to their former state as soon as the same can be reasonably done and the rent herein provided for shall cease and abate until such time as the restoration and repairs to the demised premises shall have been completed.

*[Handwritten signature]*  
*[Handwritten mark]*

2. If the demised premises are rendered wholly untenable by fire or other cause, it is expressly agreed by and between the parties hereto that Section 227 of the Real Property Law of the State of New York shall not apply. The original term of this lease shall thereupon be extended for a period equal to that during which the premises shall remain untenable.

3. In the event the improvements on the demised premises shall be only partially destroyed by fire, tornado, or other casualty and are in condition to be occupied by the lessee for the purposes specified herein, then a fair and just proportion of the rent shall be paid according to the nature and extent of the damage sustained and the full rent shall not be paid until the premises shall be rebuilt and the premises restored to their former state and the lessor agrees to rebuild and replace such partially destroyed premises as soon as the same can be reasonably done, but no later than three (3) months from the date of destruction.\*

#### 12. TERMINATION OF LEASE

1. The Lessee agrees to deliver up and surrender to the lessor possession of the demised premises upon the expiration of this lease, or its termination in any other manner, in as good condition and repair as the same shall be at the commencement of said term, less by fire or other casualty, defects inherent in construction, ordinary wear, decay and depreciation and repairs which the Lessor is made responsible for by this lease only excepted, as well as excepting any and all renovation done with Landlord's consent.


2. The Lessee hereby covenants and agrees to make such repairs as they are obligated to make under the preceding paragraph at the Lessee's sole expense and if such repairs are not made by the Lessee within a reasonable time after receipt of written notice setting forth

\*Paragraph 3 above continues as follows: In the event of the expiration of more than three (3) months, Tenant shall have the option to cancel the lease on written notice to the landlord within ten (10) days thereafter.


the requirements concerning repairs, then and in that event the Lessor may make such repairs and the expense thus incurred by the Lessor shall become a charge upon the Lessee as rent together with interest at the highest legal rate and the Lessee's responsibility therefor shall survive the termination of this lease, prime rate charged by Citibank at the time of advancement by Landlord.

3. In the event an action of bankruptcy, voluntary or involuntary, is filed against the Lessee or if the Lessee shall be adjudicated a bankrupt or insolvent, or if the Lessee shall make a general assignment for the benefit of their creditors, or if a receiver or trustee shall be appointed to take care of and wind up their business, then in any such events, this lease and the tenancy hereby created shall, at the Lessor's election, immediately cease and the Lessor shall have the right to immediately re-enter and take possession of the premises.

4. Any property the Lessee has not removed upon the termination of this lease shall, at the option of the Lessor, be deemed abandoned by the Lessee. Any damage done to the demised premises by the Lessee's removal of anything which may so be removed hereunder by the Lessee or which the Lessee is required hereunder to remove shall be repaired by the Lessee at its sole cost and expense. If the demised premises be not surrendered at the end of the demised term, the Lessee shall indemnify the Lessor against loss or liability resulting from delay by the Lessee in so surrendering the demised premises, including, without limitation, any claims bounded on such delay made by any succeeding occupant of the demised premises or any part thereof.

5. In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the re-entry of the Landlord under the terms and covenants contained in this lease or by the ejectment of the Tenant by summary proceedings ~~otherwise~~, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord during the remainder of the unexpired term, such difference or deficiency between the rent herein reserved and the rent collected if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained; and the Tenant hereby waives all rights to redeem under any law of the State of New York. 

13. ALTERATIONS AND IMPROVEMENTS

It is further agreed and understood that the Lessee shall not make any material or substantial changes, alterations, improvements or additions to the leased premises without first obtaining the written consent and approval of the Lessor and Mortgagee, if any; but the consent of the Lessor and Mortgagee, if any, shall not be unreasonably withheld. The Lessee will not permit any mechanics or other liens to be placed upon the demised premises or improvements thereon during the term hereof, and in case of any such lien attaching, will promptly pay and discharge them. If default in the payment\*thereof shall continue for twenty (20) days after written notice thereof from the Lessor to the Lessee, the Lessor shall have the right and privilege, at its option, without first inquiring as to the validity or correctness of the amount thereof, of paying the same or any portion thereof, and any amount so paid, including attorney's fees and expenses and interest at the ~~highest~~ <sup>Civil</sup> legal rate shall be so much additional rent due from the Lessee hereunder with the next installment of rent accruing thereafter. Nothing herein contained shall be construed to require the Lessor's consent to repairs 

\*or discharge

being made as herein elsewhere expressly required to be made by the Lessee. Whenever any material or substantial changes, alterations, improvements or additions are made with the written consent of the Lessor, they shall become a part of the premises and the property of the Lessor upon the expiration of the lease unless otherwise provided in said consent but this provision shall not be construed to include trade fixtures or other personal property used in the conduct of the Lessee's business, notwithstanding the same may be attached to the real estate, but same may, at the expiration of the term, be removed by the Lessee.

#### 14. INDEMNITY FOR ACCIDENTS

excepting act  
of negligence  
by Lessor

The Lessee agrees to maintain in full force and effect during the term hereof, insurance for the benefit of both the Lessor and the Lessee, as their interests may appear, covering the risks generally included in public liability insurance policies, in the sum of not less than Two Hundred Fifty Thousand (\$250,000) Dollars, for injury to any one person, and not less than Five Hundred Thousand (\$500,000) Dollars, for any one accident, and not less than One Hundred Thousand (\$100,000) Dollars for injury to property, and it is agreed that Lessee shall furnish Lessor with a paid certificate of insurance as outlined herein. The Lessee hereby agrees to indemnify and save harmless the Lessor, its successors and assigns\*, against and from any and all loss, cost, damages or expense arising out of any accident or other occurrence causing injury to any person or property whomsoever or whatsoever and due directly or indirectly to the use or occupation of the demised premises or any part thereof.



MIT  
15. LIEN AND SECURITY FOR RENT, ETC.

The Lessee does hereby covenant with the Lessor that the Lessee will pay the yearly rent hereinabove reserved on the day and in the manner aforesaid, and the Lessor shall have a lien as security for the payment of the rent or the right to distrain all of the goods, wares, chattels, implements, fixtures, tools and other personal property of the Lessee, which are or may be put on the demised premises, in the event the rent, or any installment thereof, is not paid when due and payable.

16. SUBLEASING

The Lessee covenants and agrees that it will not assign this lease or sublet the demised premises, or any part thereof, without first securing the written consent of the Lessor thereto, which consent shall not be unreasonably withheld. Notwithstanding any assignment or subletting made in conformity with the foregoing provision, the Lessee shall not be discharged of any obligation or liability under this lease. Should this lease be assigned, the security hereunder must be part of such assignment.

17. NOTICES

All notices which may be proper or necessary to be served hereunder shall be effectually served if sent by certified United States mail, postage prepaid, return receipt requested. All such notices addressed to Lessor shall be sent to Suite 400, Box 21, 100 Hamilton Plaza, Paterson, New Jersey, 07505; and to the Lessee at the demised premises or to such other party or addresses as each party hereto may hereafter by notice in writing designate.

18. LEASE SUBORDINATE TO MORTGAGE

1. The Lessee agrees that this lease is and shall be at all times subject and subordinate in lien to the lien of any mortgage or mortgages now existing or which the Lessor or any subsequent owner of the demised premises shall make covering the said premises. The Lessee, in confirmation of the subordination provision of this Article, shall execute and deliver promptly and certificate or instrument in conformity with the provisions hereof which the Lessor may at any time request in connection therewith. The Lessee hereby irrevocably constitutes and appoints the Lessor as attorney-in-fact for the Lessee in the name of the Lessee, or in the Lessor's name, as such attorney-in-fact, to execute any such certificates or instruments for and on behalf of the Lessee.

19. OTHER MATTERS TO WHICH LEASE IS SUBJECT

1. This lease is also subject to all laws, ordinances and regulations now or hereafter affecting the demised premises (including, without limitation, those relating to zoning), and to all covenants, easements, reservations, restrictions and encumbrances on record affecting the demised premises.

20. PARKING LOT

The Lessor represents, warrants, and agrees that at all times during the term of this lease, Lessee shall have the non-exclusive and non-revocable right, together with other lessees, to the use of the parking space and driveway appurtenant to the demised premises for the purposes of ingress, egress, parking of motor vehicles for their customers, ~~XXXXXX~~ their employees, and the loading and unloading of vehicles in connection with and incidental to the business conducted by the Lessee on the demised premises, but always subject to such rules and regulations as the Lessor may from time to time promulgate. See also rider., Paragraph 7.

21. MISCELLANEOUS COVENANTS

1. It is hereby understood and agreed that a waiver by the Lessor of any one or more defaults on the part of the Lessee hereunder shall not be construed to operate as a waiver of any future default which may be made by the Lessee or its heirs or assigns, either in the same covenants and conditions or in any other covenants and conditions contained in this lease.

2. No waiver by either party hereto of any breach of any covenant or exception hereof on the part of the other party hereto to be kept and performed shall be considered to be a waiver of such covenant or provision or of any subsequent breach thereof.

~~3. Lessee covenants and agrees that during the term of this lease and all renewals thereof to keep the premises open for business during the usual business hours at least six days per week, eight hours per day, keeping the show windows lighted nightly until at least 10 P.M.~~

4. Lessee shall abide by rules and regulations now or hereafter made by the Lessor with respect to the use by Lessee of the demised premises and of the parking space, alleys, entrance ways and walkways adjacent to the demised premises.

~~5. Lessee shall dispose of its trash promptly and shall have it hauled away promptly at Lessee's own expense.~~

6. All the covenants and agreements herein contained shall extend to and bind and benefit the successors and assigns of the parties hereto.

7. The Lessee agrees to permit the Lessor and its agents, at all reasonable times without unduly interfering with Lessee's operation, to enter into any part of the said demised premises.

8. The Lessor shall not be responsible or liable for any damage or injury to any property, merchandise, stock of goods, fixtures, furniture or decorations, or to any person or persons, at any time, in the demised premises, from steam, gas or electricity, or from water, ice, rain or snow whether the same may leak into, issue or flow from any part of said building or from the pipes, plumbing work, or from any other place or quarter; responsible or liable in case of an accident or injury to the Lessee or to any one of the Lessee's servants, employees, agents, visitors, or licensees, in or about the demised premises, provided the damages do not arise from the negligence of the Lessor.

9. The Lessor shall not be liable for any failure of water supply or electrical current, nor for injury or damage to persons or property except as herein provided, caused by the elements or by other tenants or persons in said building, nor for interference with light or other incorporeal hereditaments by anybody other than the Lessor, or caused by operations by or for the municipality in the construction of any public or quasi-public work, or public utility companies and their employees.

10. This instrument embodies all the agreements between the parties hereto in respect to the premises hereby leased; and no oral agreements or written correspondence shall be held to affect the provisions hereof. All subsequent changes and modifications to be valid shall be written instruments executed by Lessor and Lessee.

22. HOLDOVER

If the Lessee shall hold over after the demised term, then such holding over shall be construed as a tenancy from month-to-month, subject to all of the provisions, conditions and obligations of this lease, except that the rent shall then be double the rent charged during the last month of the lease.

23. STATEMENT BY LESSEE

The Lessee agrees that at any time or from time to time, upon ten (10) days prior request by the Lessor, it will execute, acknowledge and deliver to the Lessor a statement in writing stating that this lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect with such modifications) and the dates to which rent and other charges have been paid in advance, if any, it being intended that any such statement may be relied upon by any prospective purchaser of the fee or any leasehold or the mortgagee, beneficiary or conveyee of any security or interest, or any assignee of any thereof, under any mortgage, deed of trust, or conveyance for security purposes now or hereafter upon or made with respect to the fee of or any leasehold interest in the demised premises.

24. EASEMENTS FOR PIPES, ETC.

The Lessee shall permit the Lessor to erect, use and maintain pipes, cables, conduits, plumbing, vents and wires in, to and through the demised premises, as and to the extent that the Lessor may now or hereafter deem to be necessary or appropriate for the proper operation and maintenance of the building in which the demised premises are located or the shopping center.

25. JOINT AND SEVERAL OBLIGATIONS OF TENANTS

If at any time the term "Lessee" shall include more than one person, the obligations of all such persons hereunder shall be joint and several.

26. COVENANTS ARE ALSO CONDITIONS

Each term and each provision of this lease to be performed by the Lessee shall be construed to be both a covenant and a condition.

27. NO ORAL CHANGES

This lease may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any change, modification or discharge is sought.

28. CERTAIN MATTERS WAIVED

The Lessor and the Lessee each hereby waives any and all right to trial by jury of any issue(s) in any summary or other proceedings or any other suit, action, proceeding or counterclaim at any time brought or instituted against the other with respect to or involving the demised premises or any matter arising under or connected with this lease.

29. EFFECT OF UNAVOIDABLE DELAYS

In the event there shall occur, during the demised term, or prior to the commencement thereof, any (i) strikes, lockouts or labor disputes; (ii) inability to obtain labor or materials, or reasonable substitutes therefor; or (iii) acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, fire or other casualty, or other conditions similar to those enumerated in this item (iii) beyond the reasonable control of the party obligated to perform anything pursuant to this lease then the failure of the Lessee or the Lessor as the case may be as a result of any of the above described events, to punctually perform any obligation on its part to be performed under this lease, it shall be excused and not be a breach of this lease by the party in question, but only to the extent occasioned by such event.

30. MAINTENANCE OF PARKING LOT

It is understood and agreed that Landlord ~~xxxxxxx the shopping center~~ or any party whom the Lessor shall designate, will arrange for the cleaning, lighting and snow plowing of the parking lot and within a reasonable time after receipt of the same will submit to the Lessor photostatic copies of the bills showing the\*expenses involved for the same. Said expenses will be shared by all of the stores in the subject shopping center. For the purpose of assessing these expenditures, the Lessees are considered to occupy a percentage of the buildings based upon the square footage actually occupied by each store as it relates to the square footage of all the stores. Such share of said expenses will be billed by the Lessor and will be considered as additional rent payable on the first day of the month following the month in which a bill is rendered for such expenditures. \*customary and reasonable See Rider attached Paragraph 7.

31. ADJACENT PARKING AREAS

Lessee covenants and agrees that it will not permit its servants, employees, concessionaires, business invitees or themselves to use any parking lot in the housing development adjacent to the shopping center.

32. AGREEMENTS IN WRITING

There are no oral agreements between the parties hereto affecting this lease, and this lease supersedes and cancels any and all previous negotiations, agreements, arrangements and understandings, if any, between the parties hereto with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this lease.

33. EMINENT DOMAIN AND CONDEMNATION

1. Total Condemnation of Leased Premises.

If the whole of the leased premises shall be acquired, condemned, or otherwise taken by eminent domain or any similar proceeding for any public or quasi-public use or purpose, or as a result of any sale, or of the settlement or compromise of any suit, action, proceeding, taking or condemnation, or threat of condemnation, or right of threat of condemnation, hereinafter referred to as condemnation, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals shall be paid up to that date and Tenant shall have no claim against Landlord nor the condemning authority for the value of any unexpired term of this lease.



## 2. Partial Condemnation

If any part of the demised premises shall be acquired, condemned, or taken as aforesaid, and in the event that such partial taking or condemnation shall render the leased premises unsuitable for the business of the Tenant, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding. Tenant shall have no claim against Landlord nor the condemning authority for the value of any unexpired term of this lease and rent shall be adjusted to the date of such termination. In the event of a partial taking or condemnation which is not extensive enough to render the premises unsuitable for the business of the Tenant, then Landlord shall promptly restore the leased premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and this lease shall continue in full force and effect without any reduction or abatement of rent.

## 3. Total Condemnation of Parking Area

If the whole of the common parking areas in the Shopping Center shall be acquired, condemned or taken as aforementioned, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding unless Landlord shall take immediate steps to provide other parking facilities substantially equal to the previously existing ratio between the common parking areas and the leased premises, and such substantially equal parking facilities shall be provided by Landlord at its own expense within ninety (90) days from the date of acquisition. In the event that Landlord shall provide such other substantially equal parking facilities, then this lease shall continue in full force and effect without any reduction or abatement of rent.

## ~~4. Partial Condemnation of Parking Area~~

~~If any part of the parking area in the Shopping Center shall be acquired, condemned or taken as aforesaid, and if, as the result thereof the ratio of square feet of parking field to square feet of the sales area of the entire Shopping Center buildings is reduced to a ratio below to \_\_\_\_\_, then the term of this lease shall cease and terminate upon the vesting of title in such proceeding, unless the Landlord shall take immediate steps toward increasing the parking ratio to a ratio of at least two to one, in which event this lease shall be unaffected and remain in full force and effect without any reduction or abatement of rent. In event of termination of this lease as aforesaid, Tenant shall have no claim against Landlord nor the condemning authority for the value of any unexpired term of this lease and rent shall be adjusted to the date of said termination.~~

5. Landlord's Damages

In the event of any condemnation or taking as aforesaid, whether whole or partial, the Tenant shall not be entitled to any part of the award paid for such condemnation and Landlord is to receive the full amount of such award, the Tenant hereby expressly waiving any right or claim to any part thereof, and hereby assigning to Landlord any such award.

6. Tenant's Damages

Although all damages in the event of any condemnation are to belong to the Landlord, whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the leased premises, Tenant shall have the right to claim and recover from the condemning authority, but not from the Landlord; such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of the condemnation and for or on account of any cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment.

7. Condemnation of Less than a Fee

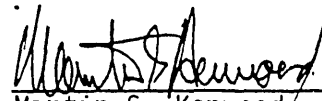
In the event of a condemnation of a leasehold interest in all or a portion of the leased premises, without the condemnation of the fee simple title also, this lease shall not terminate and such condemnation shall not excuse Tenant from full performance of all its covenants hereunder, but Tenant in such event shall be entitled to present or pursue against the condemning authority its claim for and to receive all compensation or damages sustained by it by reason of such condemnation, and Landlord's right to recover compensation or damages shall be limited to compensation for and damages, if any, to its reversionary interest; it being understood, however, that during such time as Tenant shall be out of possession of the leased premises by reason of such condemnation, the lease shall not be subject to forfeiture for failure to observe and perform those covenants not calling for payment of money. In the event the condemning authority shall fail to keep the premises in the state of repair required hereunder, or to perform any other covenants not calling for the payment of money, Tenant shall have ninety (90) days after the restoration of possession to it within which to carry out its obligations under such covenant or covenants. During such time as Tenant shall be out of possession of the leased premises by reason of such leasehold condemnation, Tenant shall pay to Landlord, in lieu of the minimum and percentage rents provided for hereunder, and in addition to any other payments required of Tenant hereunder, an annual rent equal to the average annual minimum and percentage rents paid by Tenant for the period from the commencement of the term until the condemning authority shall take possession, or during the preceding three full calendar years, whichever period is shorter. At any time after such condemnation proceedings are commenced, Landlord shall have the right, at its option, to require Tenant to assign to Landlord all compensation and damages payable by the condemnor to Tenant, to be held without liability for interest thereon as security for the full performance of Tenant's covenants hereunder, such compensation and damages received pursuant to said assignment to be applied first to the payment of rents and all other sums from time to time payable by Tenant pursuant to the terms of this lease as such sums fall due, and the remainder, if any, to be payable to Tenant at the end of the term hereof or on restoration of possession to Tenant, whichever shall first occur, it being understood and agreed that such assignment shall not relieve Tenant of any of its obligations under this lease with respect to such rents, and other sums except as the same shall be actually received by Landlord.

8. The term "equal parking facilities" as used in sub-paragraphs 3 and 4 above shall include double decking of any parking area.

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first above written.

Lessor  
FRANKLIN ASSOCIATES

By:



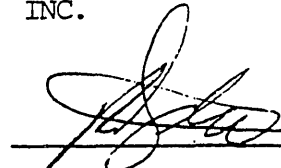
Martin S. Kenwood  
Managing Partner

TWILIGHT ENTERTAINMENT PRODUCTIONS,  
INC.

ATTEST:

\_\_\_\_\_  
Secretary

Lessee

  
Robert M. Fisher  
President

DISKIN / DISKIN

84 ORIENT WAY  
RUTHERFORD, NEW JERSEY 07070  
(201) 460-0440 - (212) 736-8455  
FAX # 460-4746

MARTIN S. KENWOOD  
T/A KENWOOD ASSOCIATES  
100 HAMILTON PLAZA SUITE  
PATERSON, NJ 07505

INVOICE NUMBER

DATE  
4/19/93

AGENCY NUMBER  
57-1391

PLEASE RETURN  
THIS PORTION WITH  
YOUR PAYMENT

CUSTOMER NO.

INSURED'S NAME IF DIFFERENT FROM CUSTOMER FILE

KEN503

NEW WINDSOR

POLICY NUMBER

EFFECTIVE DATE  
MO.-DAY-YR.

RENEWAL DATE  
MO.-DAY-YR.

INVOICE NUMBER

BPRF687491

3/15/93

3/15/94

BUSINESS  
CODE

TRAN

COMPANY  
CODE

DESCRIPTION OF COVERAGE

PREMIUM DUE ON  
EFFECTIVE DATE OF POLICY

HOME

PACKAGE

\$23,890.83

TOTAL PREMIUM DUE: \$23,890.83

DESCRIPTION OF DEMISED PREMISES

The store premises leased hereunder consist of approximately 5,400 square feet of floor space in Store Nos. 5, 6 & 7, being the same premises formerly occupied by 94 West, Inc.

The term "demised premises" as used in this lease shall be taken to include only the building area to be leased hereunder and a portion of the basement to be agreed upon, it being understood and agreed that the parking lot, driveways and other areas are not leased hereunder but may be used and occupied in common with the Lessor and Lessor's other tenants, customers and employees for the uses and purposes intended for said common areas.

Not included within the demised premises is any space on the roof of the building within which the same are located nor any vault, vault space or other similar or dissimilar area not within the building line of the building within which the demised premises are located.

### SCHEDULE B

The demised premise is to be used only as a non-gender specific dance club/lounge with no restrictions regarding hours except not to violate any municipal and government regulations regarding hours of operation.

No music or entertainment shall commence before 6:00 p.m. except on legal holidays, Saturday or Sunday without the express written consent of the Landlord which consent shall not be unreasonably withheld.

Any entertainment or activities must qualify as tasteful entertainment. Examples of entertainment or activities not considered tasteful entertainment include but are not limited to nude or topless dancing, table dancing, erotic, or sexually explicit behavior.

Any entertainment must comply with all local, state and federal laws, regulations, policies and ordinances.

No lewd, licentious, lascivious, or obscene activities shall be allowed.

No additional cooking facilities are allowed in the demised premises except as set forth herein.

Any food available for consumption at the demised premises shall be limited to prepackaged and ready-to-eat foods such as pretzels, potato chips, popcorn, and other bar munchies. Tenant shall also have the right to sell potato knishes and hot dogs with related condiments and other items normally saleable from a hot dog cart. Tenant shall also have the non-exclusive right to heat and dispense food from chafing dishes provided George Botzakis (ABC Pizza) is given the right of first refusal to provide such prepared food items on an ongoing basis at competitive prices. In the event George Botzakis chooses not to provide any or all such food items as set forth herein, then those items may be prepared by or acquired from others.

Tenant shall be responsible for providing, at its own cost and expense, properly trained personnel to insure that an appropriate level of security is maintained both inside and outside the demised premises. The purpose of this provision is to insure that the patrons and/or employees of the subject demised premises do not create any condition which would in anyway interfere with the other tenants and their patrons use and quiet enjoyment of the other demised premises at the Squire Village Shopping Center and the parking facilities of the Squire Village Shopping Center.

RIDER to Lease dated December 15, 1993, between FRANKLIN ASSOCIATES and TWILIGHT ENTERTAINMENT PRODUCTIONS, INCORPORATED.

1. The base rent for the term of this Lease shall be as follows:

Months 1 - 3: No Charge  
Months 4 - 6: \$3,000 per month  
Months 7 - 24: \$3,500 per month  
Months 25 - 36: \$4,000 per month

2. Any additional charges that may become due under the terms of this Lease will ~~also~~ <sup>also</sup> be considered as additional rent.
3. The inception date of this Lease shall be predicated upon Tenant's receipt of a Liquor License by March 31, 1994. In the event Tenant fails to obtain a Liquor License by March 31, 1994, this Lease will automatically terminate, unless Tenant commences paying rent on a per diem basis (to be determined by using the monthly rent figure divided by days in the month) until receipt of Liquor License. Upon receipt of Liquor License, rent shall cease and shall once again commence 90 days after receipt of Liquor License. In the event the Tenant opens for business prior to the receipt of the Liquor License or prior to the expiration of this 90 day period, then in that event, free rent shall cease and normal rent payments shall commence as of Tenant's opening date which shall be deemed to be the Lease commencement date.
4. Provided the Tenant has fully complied with all the terms, covenants and conditions herein, it shall have the option to renew this Lease for an additional Three year period. The Tenant shall notify the Landlord by Certified Mail, Return Receipt Requested, at least three (3) months prior to the expiration of the Lease term of the Tenant's intention to exercise said renewal option. In the event the Tenant exercises said renewal option the base rent to be paid monthly will be;  
  
Months 37 - 48: \$4,000 per month  
Months 49 - 72: \$4,500 per month
5. Tenant shall, upon signing of this Lease, deposit with Landlord, by certified or bank check, the sum of \$7,000.00 which is to be held by the Landlord as security for the Tenant's full and faithful performance of the terms of this Lease. The aforesaid sum shall be returned to the Tenant 30 days after the time fixed as the expiration of this agreement, provided the Tenant has fully complied with all the terms contained herein. Landlord shall deposit the security in Midlantic Bank, 1 Garret Mountain Plaza, West Paterson New Jersey, where said sum shall earn interest, which will be paid annually to the Tenant or credited to said account that security is held in, to be paid to Tenant at return of security.



6. Any signs, posters, or displays that are visable from the exterior of the premises shall be subject to the approval of the Landlord. In the event the Landlord, at it's sole discretion, deems said signs, posters, displays to be objectionable and/or not in good taste, Tenant shall remove said signs upon Twenty-four hours written notice by Certified Mail Return Receipt Requested from the Landlord. In the event Tenant fails to remove said signs or posters, Landlord is hereby granted authority to immediately remove any such items and charge tenant a reasonable fee for such removal as additional rent.
7. The parking lot is presently being swept by a cleaning service at a cost to the Landlord of \$200 per month (Landlord to provide photostatic copies of bills showing expenses involved for same) which service is adequate for the current Tenant's at the shopping center of which the demised premises is a part and Tenant agrees to pay a pro-rata share of 17.5% . Besides the charges as set forth in Paragraph 30 of this Lease, Tenant agrees to pay as additional rent 100% of any further sums that the Landlord may be reasonably required to expend to "maintain" the parking lot as referred to in Paragraph #30, when such expenses can be reasonably attributed to the Tenant's occupancy of the demised premises.
8. In the event any monthly rental payment is not made by the FIFTH of the month when due, it is agreed that the rent for that month shall be increased by \$500 , the monthly rental payment shall be deemed "made" if postmarked with sufficient postage via first class mail by the United States postal service on or before midnight on the Fifth day of the month. In the event any payment by the Tenant to the Landlord is returned by the bank for any reason except for Landlord causes, Tenant agrees to pay \$50.
9. Tenant shall ~~pay~~ his pro-rata share 17.5% of any increase in Landlord's fire and liability insurance above Landlord's cost for the premium year commencing March 1994. Landlord will provide appropriate fire and liability insurance for the Squire Village Shopping Center at all times dueing the term of this Lease and any renewal period.
10. Tenant agrees to carry comprhensive general liability insurance in the sum of not less than \$1,000,000. with the Landlord named as additional insured and shall provide the Landlord with a Certificate of Insurance.
11. Tenant, if requested by the Landlord, will execute a UCC agreement covering all personal property of the Landlord located at the demised premises.

RIDER to Lease dated December 15, 1993, between FRANKLIN ASSOCIATES and TWILIGHT ENTERTAINMENT PRODUCTIONS, INC.

12. In the event the Landlord or the Tenant commences action against the other because of non-compliance of the terms and conditions of this Lease agreement, any such actual customary and reasonable costs including but not limited to filing fees and attorney costs shall become the liability of the party that does not prevail and due and payable immediately.
13. It is agreed and understood that Kahn Inc. Realtors are the brokers of record in this transaction and are entitled to a commission as set forth in a separate agreement.
14. Landlord is responsible to meet all local, state and federal building code requirements necessary to obtain a Certificate of Occupancy. Landlord agrees to correct any violations which may exist at the Landlord's sole expense not to exceed \$5,000. In the event correction of any said violations exceed \$5,000. either the Landlord or the Tenant may terminate this agreement by giving 10 days notice to terminate by Certified Mail Return Receipt Requested to the other party.
15. Tenant will be responsible to obtain the Certificate of Occupancy.
16. Landlord warrants and represents that the air-conditioning, heating, sprinkler system plumbing and electrical systems will all be in working order and the roof will be free from leaks at the commencement of this Lease. Thereafter it shall be the obligation of the Tenant to maintain said systems in working condition. In the event the cost to repair any said system shall exceed replacement cost, the Landlord shall be responsible to replace the same at the Landlord's sole expense. Tenant will have the right to have all systems inspected for good working order prior to the commencement of this Lease.
17. In the event the Tenant fails to comply with any of the provisions of this Lease other than those provisions pertaining to non-payment of rent, the Landlord may give the Tenant ten days notice by Certified Mail Return Receipt Requested to cure such non-compliance. Said ten day notice will automatically be extended to thirty days notice provided the Tenant proves to the Landlord that a diligent effort is being made to cure such non-compliance. In the event the Tenant's non-compliance continues beyond the ten or thirty day period, then in the event the Landlord at it's sole option may terminate this Lease upon thirty days notice to the Tenant by Certified Mail Return Receipt Requested.

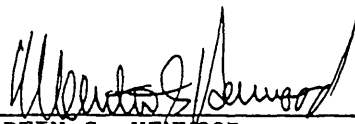
In the event of non-payment of rent, the Landlord must pursue the appropriate legal action through the local court system.

18. As long as the Tenant is in compliance with the terms and conditions of this Lease agreement, the Landlord agrees not to Lease any remaining portion of the shopping center to another "Danceclub", "Lounge", "Nightclub", "Bar" or other establishment which serves alcoholic beverages for "on-premises" consumption", except for those establishments which serve alcoholic beverages in connection with a meal.
19. Paragraph "33" (sub-paragraph "2") of the annexed Lease Agreement shall be amended to provide that in the event of a partial "condemnation" of the premises, the Tenant shall have the additional option to terminate this Lease Agreement at the Tenant's sole discretion within thirty (30) days of the "taking".
20. Paragraph "33" (sub-paragraph "3") of the annexed Lease agreement shall be amended to read, that in the event Landlord takes steps to provide other parking facilities, it shall do so immediately so that there is no hiatus in available parking to the patrons of the Tenant.
21. Paragraph "33" (sub-paragraph "7") of the annexed Lease agreement shall be amended to extend to the Tenant an option to cancel the Lease in the Tenant's sole discretion, in the event of "condemnation of less than a fee".
22. Paragraph "7" of the annexed Lease agreement is hereby amended to provide that "taxes" referred to therein shall be exclusive of the general taxes and/or school taxes on the premises previously referred to in Paragraph "2" of the annexed Lease agreement (sub-paragraph "4")
23. Paragraph "9" (sub-paragraph "D") of the annexed Lease agreement shall be amended to read "Tenant shall have the right to perform alterations to the demised premises, **which alterations shall be performed subject to the Landlord's written consent, which consent shall not be unreasonably withheld.**
24. The Landlord agrees to repair in a workmanlike manner, at the Landlord's sole expense, within thirty (30) days of the receipt of Liquor License; The ceramic floor in the men's bathroom, The rotted floor by the Ice machine in the stockroom behind the bar, Replace the cracked toilet bowl in the Ladies bathroom, Repair or Replace all entry/exit doors so they are in proper working order, Replace the bent or painted sprinkler heads .

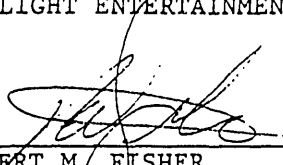
RIDER to LEASE dated December 15, 1993, between FRANKLIN ASSOCIATES and TWILIGHT ENTERTAINMENT PRODUCTIONS, INC.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

FRANKLIN ASSOCIATES(Landlord)

  
\_\_\_\_\_  
MARTIN S. KENWOOD  
MANAGING PARTNER

TWILIGHT ENTERTAINMENT PRODUCTIONS, INC.(Tenant)

  
\_\_\_\_\_  
ROBERT M. FISHER  
PRESIDENT

ATTEST:

\_\_\_\_\_  
SECRETARY

Exhibit  
B

AGREEMENT made this 23 day of April, 1997, by and between FRANKLIN ASSOCIATES, a New Jersey general partnership having an office at 1 Garret Mountain, Plaza, Suite 800, West Paterson, New Jersey 07424, (Landlord), and TWILIGHT ENTERTAINMENT PRODUCTIONS, INC., with an office at 71 Smith Road, Poughkeepsie, New York 12603, (Tenant).

WITNESSETH:

WHEREAS, Landlord and Tenant entered a lease agreement dated December 15, 1993, whereby Tenant leased certain premises from Landlord located at Squire Village Shopping Center, 219 Quassaick Avenue, New Windsor, New York, as more fully described in the Lease (the "Premises"), and

WHEREAS, under Paragraph 4 of the Rider to said Lease, Tenant has an option to renew the subject lease for an additional three year period and,

WHEREAS, Tenant desires to remain at the premises under terms and conditions different from the aforesaid option, and

WHEREAS, the Landlord and Tenant desire to further amend certain other terms of the subject Lease.

NOW THEREFORE, in consideration of the mutual promises and covenants herein set forth, the parties agree as follows:

1. Tenant hereby extends the existing lease for a period of one year at a base monthly rental of \$3,000 effective May 1, 1997 through April 30, 1998. It is also agreed and understood that the rental payments shall be due half on the fifth of each month and the remaining half on the fifteenth of each month. In the event the required payments are not made by the fifth and fifteenth of each month then the normal late charge shall be imposed. Because of the present past due balance, payments are to be made as set forth in the schedule attached hereto.

2. It is agreed the Tenant shall have the option to extend this lease for one year for the period May 1, 1998 through April 30, 1999 at a base monthly rental of \$3,500 and a further option to extend for an additional year for the period May 1, 1999 through April 30, 2000 at a monthly rental of \$4,000.

Tenant shall notify the Landlord by Certified Mail Return Receipt Requested at least three months prior to the expiration of any lease term of Tenant's intention to exercise said renewal option.

3. It is agreed and understood that the Tenant shall receive a credit for any reduction in real estate taxes net of Landlord's expenses to obtain said credit for any tax surcharges for which the Tenant shall have paid.

4. With reference to Paragraph 9 1-H, Tenant shall however, be permitted to use coin operated public telephones, licensed cigarette vending machines, coin operated personal hygiene devices in the bathrooms and two coin operated amusement devices such as pinball, pool tables or a virtual reality amusement machine.

5. Paragraph 17 shall be changed to reflect that notices addressed to the Lessor shall be sent to 1 Garret Mountain Plaza, Suite 800, West Paterson, NJ 07424; and to the Lessee they shall be sent to 71 Smith Road, Poughkeepsie, New York 12603.

6. Schedule A, third paragraph, the definition of "demised premises" is to be revised to include the portion of the liquor room located directly under the lounge area on the first floor. The balance of the paragraph remains unchanged.

7. Schedule B of the subject Lease is deleted and replaced with the following. The demised premise will be used as a non-gender specific Nightclub/Lounge/Party Hall with no restrictions regarding hours except not to violate any municipal and government regulations regarding hours of operation.

No music or entertainment shall commence before 6:00 p.m. except on legal holidays, Saturday, or Sunday without the express written consent of the Landlord which consent shall not be unreasonably withheld.

Any entertainment or activities must qualify as tasteful entertainment. Example of entertainment or activities not considered tasteful entertainment include but are not limited to male or females dancing nude or females dancing topless, table dancing, erotic, or sexually explicit behavior.

Any entertainment must comply with all local, state and federal laws, regulations, policies and ordinances.

No lewd, licentious, lascivious, or obscene activities shall be allowed.

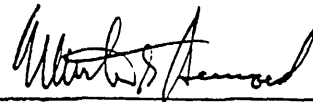
No additional cooking facilities are allowed in the demised premises except as set forth herein.

Any food available for consumption at the demised premises shall be limited to prepackaged and ready to eat foods and related condiments and other items normally saleable from a hot dog cart, a pizza warmer, or microwave. Tenant shall have the non-exclusive right to heat and dispense food from chafing dishes. Tenant shall also have the non-exclusive right to make any food available for consumption which is prepared by or acquired from others into demised premises.

Tenant shall be responsible for providing, at it's own cost and expense, properly trained personnel to insure that an appropriate level of security is maintained both inside and outside the demised premises. The purpose of this provision is to insure that the patrons and/or employees of the subject demised premises do not create any condition which would in anyway interfere with the other tenants and their patrons use and quiet enjoyment of the other demised premises at the Squire Village Shopping Center and the parking facilities of the Squire Village Shopping Center.

Except as set forth herein all of the terms, covenants, and conditions of the original lease remain in full force and effect.

FRANKLIN ASSOCIATES



Martin S. Kenwood (Lessor)

TWILIGHT ENTERTAINMENT  
PRODUCTIONS, INC.



Robert M. Fisher, President (Lessee)



# Twilight Entertainment Productions Inc.

---

71 Smith Road • Poughkeepsie, New York 12603 • (914) 473-0541 • Fax: (914) 473-0541

January 5, 1998

Martin S. Kenwood  
Franklin Associates  
One Garrett Mountain Plaza Suite #800  
West Paterson, New Jersey 07424

Certified Mail Return Receipt Requested #P 311 733 957

Dear Martin:

Enclosed please find our bi-monthly rent check payment, Check # 2819 in the amount of \$1,750.00 dated January 5, 1998.

This letter is your official notice that we will be exercising our renewal option effective April 1998, to extend our lease according to our agreement dated April 23, 1997.

Michelle has informed us you have been in active negotiation for several months to execute a long term agreement for the space previously known as the Green Grocer with a Multiplex Movie Theater organization. Please keep us informed of the progress of this agreement as we anticipate this occupancy would increase our exposure to the public and benefit our business.

Sincerely,

Robert M. Fisher  
President

Susan L. Fisher  
Vice President & Treasurer

PS Form 3800, April 1995

US Postal Service  
**Receipt for Certified Mail**  
 No Insurance Coverage Provided.  
 Do not use for International Mail (See reverse)

Postmark or Date

Postage \$ 13.25

Certified Fee \$ 1.35

Special Delivery Fee

Restricted Delivery Fee

Return Receipt Showing to Whom & Date Delivered 1/10

Return Receipt Showing to Whom, Date, & Addressee's Address

TOTAL Postage & Fees \$ 2.49

Sent to Franklin Adams

Post Office, State, & ZIP Code W. Paterson, N.J.

TWILIGHT ENTERTAINMENT PRODUCTIONS, INC.  
 OPERATING ACCOUNT  
 71 SMITH RD. PH. 914-473-0541  
 POUGHKEEPSIE, NY 12603

50-584/219  
 2012056150

2819

DATE 1-5-98

PAY TO THE ORDER OF Franklin Adams \$1,750.00

One thousand seven hundred fifty + 00/100 DOLLARS

First Hudson Valley  
 First National Bank of the Hudson Valley  
 ROUTE 29 LA GRANGEVILLE, NY 12540

MEMO Jan Bent

100 190584 11 2012056150 2819 0000175000

Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- ☐ Addressee's Address
- ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:  
 Franklin Adams  
 One Sunset Mountain Place  
 W. Paterson N.J.  
 07624

4a. Article Number

4b. Service Type

☐ Registered ☐ Certified

☐ Express Mail ☐ Insured

☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery 1-7

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)  
 X [Signature]

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994 102595-97-B-0179 Domestic Return Receipt

Thank you for using Return Receipt Service.

UNITED STATES POSTAL SERVICE

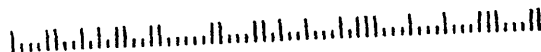
First-Class Mail  
Postage & Fees Paid  
Permit No. G-10

• Print your name, address, and ZIP Code in this box •



THE FISHERS  
71 SMITH ROAD  
POUGHKEEPSIE, NY 12603

02



Security of this receipt is guaranteed by the United States Postal Service. If you want this receipt postmarked, stick the gummed stub to the right of the return address leaving the receipt attached, and present the article at a post office service window or hand it to your rural carrier (no extra charge). If you do not want this receipt postmarked, stick the gummed stub to the right of the return address of the article, date, detach, and retain the receipt, and mail the article. If you want a return receipt, write the certified mail number and your name and address on a return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article. Endorse front of article RETURN RECEIPT REQUESTED adjacent to the number. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse RESTRICTED DELIVERY on the front of the article. Enter fees for the services requested in the appropriate spaces on the front of this receipt. If return receipt is requested, check the applicable blocks in item 1 of Form 3811. Save this receipt and present it if you make an inquiry.

\* FEDERAL RESERVE BOARD OF GOVERNORS, P.O. BOX 1000, WASHINGTON, D.C. 20500

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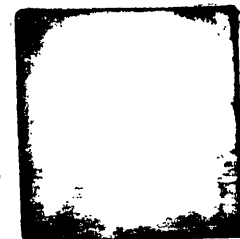
PNC BANK N.J. 126 & 17TH ST.  
01/07/98 PHILA. PA 19103  
0312076074

1900040010  
1900040010  
26-20-10 1900040010

DO NOT WRITE OR SIGN BELOW THIS LINE  
RESERVED FOR NATIONAL INSTITUTION USE

5714

ENDORSE HERE  
ATTN: TO THE ORDER OF  
PNC BANK, N.A.  
FOR DEPOSIT ONLY  
FRANKLIN ASSOCIATES  
840938457



Stick postage stamps to article to cover First-Class postage, certified mail fee, and charges for any selected optional services (See front).

1. If you want this receipt postmarked, stick the gummed stub to the right of the return address leaving the receipt attached, and present the article at a post office service window or hand it to your rural carrier (no extra charge).
2. If you do not want this receipt postmarked, stick the gummed stub to the right of the return address of the article, date, detach, and retain the receipt, and mail the article.
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5. Enter fees for the services requested in the appropriate spaces on the front of this receipt. If return receipt is requested, check the applicable blocks in item 1 of Form 3811.
6. Save this receipt and present it if you make an inquiry.

PS Form 3800, April 1995 (Reverse)

RESULTS OF T.B. MEETING OF: May 12, 1998

**PROJECT:** *Destined Theaters*

**P.B.#** 98-12

**LEAD AGENCY:**

**NEGATIVE DEC:**

1. AUTHORIZE COORD LETTER: Y\_\_\_ N\_\_\_

M)\_\_\_ S)\_\_\_ VOTE: A\_\_\_ N\_\_\_

2. TAKE LEAD AGENCY: Y      N     

CARRIED: YES NO

M)\_\_\_S)\_\_\_ VOTE: A\_\_\_N\_\_\_

CARRIED: YES NO

WAIVE PUBLIC HEARING: M)    S)    VOTE: A    N    WAIVED: Y    N   

SCHEDULE P.H. Y N

SEND TO O.C. PLANNING: Y

SEND TO DEPT. OF TRANSPORTATION: Y

REFER TO Z.B.A.: M)      S)      VOTE: A    N

RETURN TO WORK SHOP: YES NO

**APPROVAL:**

M) L S) a VOTE: A 3 N 0 APPROVED: 5/13/98

M) S) VOTE: A N APPROVED CONDITIONALLY:

NEED NEW PLANS: Y\_\_\_\_ N\_\_\_\_

**DISCUSSION/APPROVAL CONDITIONS:**

Agree w/ parking - Yes (Board)  
 @ L ⑤ A - 3 days - O'neal

# PROPOSED AMENDMENT

## PARKING TABLE (REVISED)

TYPE OF USE	DAY	NIGHT
PHARMACY : 3200SF • 1/200SF GROSS=	16	10
EMPTY RETAIL : 1250SF • 1/200SF GROSS=	6	0
BEAUTY PARLOR : 1240SF • 1/200SF GROSS=	6	0
LIQUOR STORE : 1150SF • 1/200SF AREA=	6	6
BANK : 2928SF • 1/300SF FLOOR AREA=	10	0
FORMER THEATER (NOW OCCUPATIONS)/ COUNTED AS		
OFFICE: 11,000SF • 1/200SF AREA=	55	0
OFFICE AREA 5540 SF • 1/200SF=	28	0
RESTAURANT: (FORMER ABC PIZZA) 1400SF		
60 SEATS • 1/3 SEATS=	20	20
NEW THEATER:(IN FORMER 17,350SF A&P MARKET)		
1080 SEATS • 1/4 SEATS=	100	270
THEATER ADDITION		
833 SEATS • 1/4 SEATS=	148	208
TOTAL REQUIRED:	395	514

TOTAL PROVIDED:

576 576

NOTE: THEATER USE IS PRIMARILY AFTER 5 PM AT NIGHT

PARKING AREA SERVES DUAL USE UNDER SECTION 48-16 PARA. 7

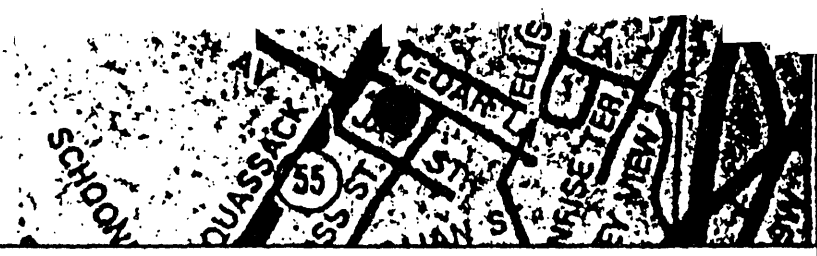
NUMBER OF PARKING SPACES REQUIRED (MAX)= 625

NUMBER OF PARKING SPACES PROVIDED = 576

49 SPACES ARE ESTIMATED FOR DUAL USE

RECEIVED MAR 11 1998

98 - 12



**ONING SCHEDULE:**

ONE: NC (NEIGHBORHOOD COMMERCIAL)  
LOT AREA: 10000SF 402,929 (6.18 AC + 3.07 AC = 9.25 AC))  
LOT WIDTH: 100FT 475+FT  
FRONT YARD: 40FT 180FT+  
EQ SIDE YARD: 15/35 35/250FT  
EQ. REAR YARD: 15FT 75FT  
STREET FRONTAGE: N/A  
MAX BUILDING HT: 35FT NOT TO EXCEED 35FT  
FLOOR AREA RATIO: 1 .14 (57,850 SF TOTAL BUILDING)  
DEVELOPMENT COVERAGE: N/A

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OFFICE: 11,000SF • 1/200SF AREA=	55	0
OFFICE AREA (2ND FLOOR) 5150SF • 1/200SF=	28	28
<del>RESTAURANT/BAR: 5400SF</del>		
<del>ASSUME 150 SEATS • 1/3 SEATS=</del>	<del>20</del>	<del>50</del>
RESTAURANT: (FORMER ABC PIZZA) 1400SF		
60 SEATS • 1/3 SEATS=	20	20
NEW THEATER: (IN FORMER 17,350SF A&P MARKET)		
1080 SEATS • 1/4 SEATS=	100	270
THEATER ADDITION		
640 SEATS • 1/4 SEATS=	148	100
TOTAL REQUIRED:	395	576
TOTAL PROVIDED:	576	576

NOTE: THEATER USE IS PRIMARILY AFTER 5 PM AT NIGHT  
PARKING AREA SERVES DUAL USE UNDER SECTION 48-16 PARA. 7

NUMBER OF PARKING SPACES REQUIRED (MAX) = 625 ← stays same  
NUMBER OF PARKING SPACES PROVIDED = 576  
49 SPACES ARE ESTIMATED FOR DUAL USE

640  
+193  
833

WORK SHEET -

REFERENCE

98 - 12

RECEIVED MAR 11 1998

4/8/98 DATE DWT. NOTE - OLD DWT

B

William C. ...

DESTINTA THEATERS AMENDED SITE PLAN (98-12) QUASSIACK AVENUE

Mr. Scott Kartiganer appeared before the board for this proposal.

MR. PETRO: We know that you have final approval, you're here for what?

MR. KARTIGANER: We're here for modification of the internal building, we're looking to add an additional two screens and some more additional seating, we're not changing anything on the exterior of the building. First time I think the board has really seen what the building's going to look like and the general floor plan. We're taking out, this is where the theaters are now, we're taking out an area which is now Capricorn's and upstairs Capricorn's, which includes the office space and that square footage and turning those into two additional theaters.

MR. KRIEGER: Must be losing a lot of floor space?

MR. KARTIGANER: We're losing a lot of floor space, I did a new parking calculation after we--

MR. PETRO: Beating me to the punch.

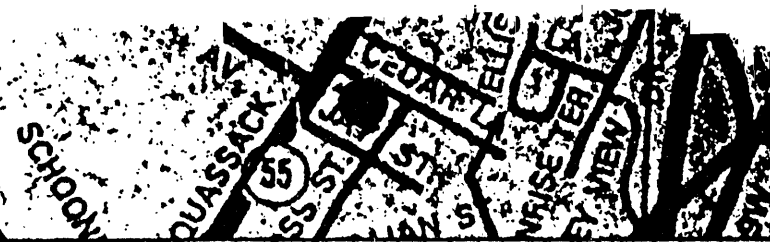
MR. KARTIGANER: That's the only issue.

MR. PETRO: What was the calculation?

MR. KARTIGANER: It's basically a wash, the overall Capricorn's had a seating requirement of parking requirement of one to three and we have a seating parking requirement of 1 to 4, we're losing some square footage here, mixed use, some office on the upstairs, we're losing that square footage and we're losing the over 5,400 square feet for the Capricorn's. So actually in that reduction the calculations come out to be that the total parking spaces remain the same at 576, what we have come up with because we have eliminated an additional night use, if you remember where we have any stress at all is the possible night use of Capricorn's of the night restaurant like that

RETAKE  
OF  
PREVIOUS  
DOCUMENT





# ONING SCHEDULE:

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NUMBER OF PARKING SPACES PROVIDED = 576  
49 SPACES ARE ESTIMATED FOR DUAL USE

640  
+193  
833

WORK SHEET -

REFERENCE 98 - 12

RECEIVED MAR 11 1998

418 PM WHITE DPT. NOTE - OLD

Will be checked

563-4615

23-1-53-1/100  
53.3

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and the theater concurrently, so we actually have a reduction in our estimated amount of parking from 516 to 514 at night, an increase during the day of the maximum anticipated parking from 365 to 395.

MR. PETRO: I like the word you used, the decrease, a large decrease there. If it was up one spot, would you have used the word increase? But seriously, I think it does help because you're eliminating two night uses so that the overlap theory would have been more impacted if we had left it alone, you know, the overlapping of the parking.

MR. KARTIGANER: The biggest impact at this kind of shopping center is at night and eliminating the night club and turning it into a theater moderates that substantially. The overall number of parking spaces required maximum which was a number that we discussed before of like if everybody parked all at the same time, you know, with the uses and the square footage and everything stays exactly the same at 625.

MR. PETRO: Well, go ahead.

MR. KRIEGER: Just for the record, I have my law office in that complex, but I do not own, I'm a tenant, I do not own any part of the complex nor does this affect me in any way financially or otherwise. But I did want to put that disclaimer on the record, and if that, the mere fact that I have my office there causes any planning board member to want to seek advice, legal advice from someone other than myself, you have been notified.

MR. PETRO: Doesn't bother the chairman. Any other members have a problem?

MR. ARGENIO: I have no problem.

MR. LANDER: No.

MR. PETRO: Back to the site plan, I don't see where it really affects anything that's been previously reviewed on the original site plan, if the parking is exactly the same, basically, the interior of the building is

going to be different use, but that use basically is reducing the parking load by two spots.

MR. KARTIGANER: That's correct.

MR. LANDER: I don't see a problem, Mr. Chairman, it's interior renovations, nothing on the outside.

MR. KARTIGANER: The outside stays basically the same.

MR. PETRO: Mark, all the previous lead agency and negative dec and public hearing and everything you feel that all that will stay in effect on this particular application or go through the procedure again?

MR. EDSALL: I would have the board first agree for the record with the submitted calculations for shared use of parking under that Section 4816(A)7 that is a discretionary item, so I think you should go on record saying yes, you do accept the calculations and believe that they are appropriate.

MR. PETRO: I will speak as for the chairman, I believe that not only do we accept them, it's bettering the situation because you have eliminating two concurring night uses, in other words, we didn't eliminate a day use then put in the theater.

MR. EDSALL: I tend to agree with you and one of the advantages is that they have effectively taken a use that requires a parking space per every three seats and they are putting in a use that requires a parking space per every four seats, so they have gone to the less intense use and overall, there's a decrease in the most critical time, which is at night.

MR. PETRO: So, we do accept that theory.

MR. ESALL: It may be worthwhile just to get a motion cause that is an approval.

MR. PETRO: Want to, Mark's saying under section 4816(A)7 of the Town Zoning Code that the planning board is accepting the shared use idea and accepting the number of spots.

MR. EDSALL: Yes.

MR. LANDER: Make that motion.

MR. ARGENIO: Second it.

MR. PETRO: Motion has been made and seconded that the New Windsor Planning Board accept the motion that was just read into the minutes. Is there any further discussion from the board members? If not, roll call.

ROLL CALL

MR. ARGENIO	AYE
MR. LANDER	AYE
MR. PETRO	AYE

MR. EDSALL: The other motion I would suggest since you have gone through the whole SEQRA process and the only effect of this application involved parking and you have just by motion said that you believe it's a decrease in impact that you just make a motion saying that based on your knowledge of this application and the site, there's no information that would invalidate your previous SEQRA determinations.

MR. LANDER: So moved.

MR. ARGENIO: Second it.

MR. PETRO: Motion has been made and seconded that the New Windsor Planning Board accept the motion that was just written in by Mark Edsall. Is there any further discussion from the board members? If not, roll call.

ROLL CALL

MR. ARGENIO	AYE
MR. LANDER	AYE
MR. PETRO	AYE

MR. PETRO: Motion for final approval.

MR. LANDER: So moved.

MR. ARGENIO: Second it.

MR. PETRO: Motion's been made and seconded that the New Windsor Planning Board grant final approval to the Squire Village Shopping Center site plan amendment which is the expansion to 14 theaters from 12. Is there any further discussion from the board members? If not, roll call.

ROLL CALL

MR. ARGENIO	AYE
MR. LANDER	AYE
MR. PETRO	AYE

MR. EDSALL: While we have the applicant here, maybe you want to discuss the lighting that was an open issue from the previous application. We have received the plan and the approach they are using is a flood light fixture to light the site and normally, the board was not very supportive of that type of fixture on every previous application I'm aware that you reviewed. So I attempted to get ahold of Central Hudson and it took probably five calendar days before I was able to get ahold of the woman who was handling their account. I was attempting to find the identical fixture installed locally so you can get an idea of what this fixture, what type of glare and lighting it provides. As it ends up, the only one she can advise more specifically was a fixture like the one placed in front of Cornwall town hall, but she also indicated that some car dealerships use them. The Town of New Windsor didn't tell me which ones, I'm a little concerned about the fixture only because of the board's previous opinions and I think you should look, if possible.

MR. PETRO: What do you suggest to replace it?

MR. EDSALL: Difficulty is Central Hudson, although there are probably hundreds of thousands of fixtures available on the market, makes available five and they are five different types like the lighting fixture like Luminair, they have a variation of that, they've got a rectangular cut-off fixture, they have a flood light

and then they have a colonial light which clearly wouldn't work. Problem is they don't have a big selection. So if the type fixture is unacceptable to the board, they have either got to go to the cut-off fixture, which is the rectangular cut-off fixture which is what you normally want or require that Central Hudson special order something or that they do not use Central Hudson. So it is a difficult situation as far as picking a fixture that works for the site because Central Hudson doesn't have a big selection.

MR. PETRO: I know you just said an awful lot but I don't know what fixture.

MR. EDSALL: Normally, you look for a fixture that projects downward, is a cut-off type fixture, no glare to adjoining roads or to residential adjoining properties. The fixture that they are providing is a rectangular flood light and they do provide a lot more light, but they impact a much larger area. And I know this board's opinion in the past and after having seen this specific fixture as I recall its lighting pattern I would hesitate very much telling these gentlemen to have all these fixtures installed and I would be sure to be tarred and feathered by this board if you didn't have an opportunity to look them yourself.

MR. PETRO: Do you have alternate fixtures that you are prepared to go to and use?

MR. KARTIGANER: Fact is, we don't, for using the Central Hudson fixtures we're very limited in the amount of fixtures and type of fixtures that we can use. One of the things that we're trying to do on this project here is to make it functional and cost effective for the owners. It's not a primary location but we did the lighting plan, unfortunately, I'm not all that prepared tonight, we had original lighting plan as part of the overall project with down fixtures, the overall cost of the project renovating the overall site costs substantially more for the client than anticipated and any costs that we can get savings on we're trying to get Central Hudson to come in with a proposal to perimeter light the entire site. So what you have is they'll only come in with fixtures with



overhead wires going around the perimeter of the site, what we have done we have actually already installed it as part of the site work. We have installed underground wiring right on the outside of the site and we have located, we have modified some of what Central Hudson gave us and made sure everything's pointing either straight towards the building or for sure away from the residential as much as possible. We're showing some lighting here in the corners all pointing towards the building.

MR. PETRO: Let me stop you there. Why don't you do a few, want to continue with the same lights, just put shields over any of the lights that are going to be sensitive to the south side, I guess that is what we're talking about.

MR. EDSALL: Yeah, I'm not--

MR. ANGELOTTI: They are all pointing towards the building.

MR. EDSALL: Again, I'm not trying to say it's impossible to make these work, I just know the board's sensitive for these type and I'm not quite sure how they can for these type lights you're not cut off, I don't know if there's a shield that will provide floor protection to the adjoining residential properties, I know they are all pointed towards the buildings, but ultimately in some locations, there is houses adjacent to the theater.

MR. LANDER: Which is Squire Village Apartments.

MR. PETRO: And the north side of Union Avenue extension there, too, obviously the people to the west are not going to complain.

MR. ARGONIO: Is this as simple as you as the applicant submitting another lighting plan, that is what we're talking about, different fixtures?

MR. KARTIGANER: We did submit, we submitted original.

MR. ARGONIO: Now, you're saying you're over budget,

those lights are too expensive, you want to use different lights, you want to submit a different lighting plan using different lights that summarizes it, is that correct?

MR. KARTIGANER: Right.

MR. ARGENIO: Just so I'm clear.

MR. KARTIGANER: That is what we have done showing the foot candles and some lot of the areas is actually slightly less, still acceptable as what we had.

MR. ARGENIO: You should have a lighting plan tonight.

MR. PETRO: This is part of the original application which they have approval for, we're asking them now at this time to reconsider before they put up those lights.

MR. EDSALL: Yes and no, they are, the original application that was approved by the board had fixture locations shown on them, but it did not have any lighting isolux curves or any lighting intensity data, the board conditionally approved it subject to them preparing such a plan, this lighting plan is completely different than what was on the plan you conditionally approved so there is, so there's a change.

MR. KARTIGANER: We did give you an original lighting plan.

MR. ARGENIO: This is different, that is the point.

MR. EDSALL: I don't think you had isolux data.

MR. KARTIGANER: We did have that.

MR. EDSALL: On the entire site?

MR. KARTIGANER: Not on the entire site, auxiliary, parking.

MR. EDSALL: Again, I'm not trying to say it's wrong, but the board should actively participate in making

this decision because if there's any complaints, you're going to hear them.

MR. ANGELOTTI: No, when they sent me up to Colandrea to look before I told Scott to proceed with it, you drive up passed Colandrea, the way they are facing towards the cars, there's no glare coming back the other way against 17K. I know a car dealership especially like that is a little bit different, but the thing that encouraged us to go forward was there was no spill of light coming back against 17K.

MR. BABCOCK: Jim, I also want to say something that a gentleman by his first name was Mark from Central Hudson, I understand he no longer works there, he called me and I think that is what started some of this investigation on the lights and stuff and he asked me about the lighting plan and that he was quite surprised that the Town of New Windsor was going to allow them to put up such a lighting detail on this project and that is when I talked to Mark and that is how this all got started. We understand the applicant wants to have a nice lighted area and we want him to have that, we just want to make sure that there's not going to be any problems in the future. That's all we're looking at.

MR. PETRO: You already have these lights?

MR. BABCOCK: No, Central Hudson is going to install them.

MR. PETRO: What's the problem, why can't we go to a different light if they are not installed?

MR. EDSALL: Difficulty comes obviously because these lights generate quite a bit of light and projected over a large area you need less of these lights than if you put in a street light type Luminair, you need at least double if not triple the number of fixtures.

MR. KARTIGANER: We'll need additional ones, also, we got an issue, there's only so much that Central Hudson will do.

MR. PETRO: If you need more interior.

MR. KARTIGANER: If they had interior, they'll string the lights overhead as opposed to putting anything underground, it's as a special favor we put everything in for them underground in the front of the theater, it's going to be brand new, it would be a shame to put any wiring, change the aesthetics and run it over ground. What we looked at is the auxiliary parking over here and we're shielded on the east side of this by, we're basically leaving all of our, a lot of our open spaces over here. It's all wooded. We're shining this way and this way, we're maybe a little shy in the center of this parking area, we have a couple lights in this area and all the lights along Union Avenue are shining towards this direction. There's nothing really pointing.

MR. PETRO: You always get a little overflow, somebody sitting in their bedroom and they are trying to sleep and you have this peripheral light coming in, its going to be a bright spot and it needs to be bright, but I don't know the right answer. Let me ask you this, Mark, yes or no question, are you unhappy with the lighting plan as it stands?

MR. EDSALL: Yeah, I'm concerned.

MR. PETRO: So, Scott, here's the solution, get together with Mark, give him a plan that he is satisfied with and we'll stamp the plan.

MR. EDSALL: That is a tough one because their lighting works as far as providing light on their site, I have no problem with the light intensities that are shown on the plan, so that part is fine, but the point remains I don't know if you have seen the type light we're talking about, it's a wide open flood light.

MR. BABCOCK: We have a concern here, now is the best time to address it.

MR. PETRO: I'm going to ask the applicant to come up with the plan reviewed by the planning board engineer and Ron, Jerry and myself do not have the answer.

MR. EDSALL: My suggestion would be I can look at it with Scott, my biggest fear is that one of two things happen, either they put all this up and you tell them to take it down which they have already made an investment, or secondly that you let it stay up and you get flooded with complaints. My suggestion would be before any money is spent that the board go look at Colandrea, if you're riding through Cornwall, look at the town hall, that is places where Central Hudson's put these identical fixtures, I will still work with Scott, I'd rather have everybody happy before the poles start going up.

MR. KARTIGANER: One of the things as I'm looking at it as long as we're pointing towards one direction there is several lights that look like they can be, looks like the one that you pointed out over here.

MR. PETRO: You can turn that a little bit.

MR. KARTIGANER: We may be able to do some of this just simply by turning it, even the stuff that is along the perimeter over there we can, maybe there can even be something like a smaller light or down light just over there right in that area.

MR. PETRO: Are you using wall packs on this building?

MR. KARTIGANER: We're going to have some wall packs.

MR. EDSALL: As a spotlight that can go to wall packs, those kinds of tweaking we can do, but I'd like to see if the board in the next two weeks or even if you just call me and give me opinions, try to see these lights at night because this will be the first time you have taken this type of light and they do have a big area to light but nonetheless, I don't want to have you flooded with complaints.

MR. PETRO: Okay, work with Mark and the board is going to see the lights at Colandrea Pontiac and we'll give Mark our input.

MR. BABCOCK: We've had some 200 plus maybe 230, 250 complaints, noise complaints with just alone with

Capricorn's Lounge so we're happy to see that go and this take its place but we don't want those complaints to continue and lighting is going to be a problem and that one light fixture that's shining right on Squire Village is going to be a problem.

MR. PETRO: Review it again with Scott, come up with something, I don't know what yet. When you're ready, we'll sign the new plan.

MR. EDSALL: If all you guys go out and look at the lights and you look at them at night and say there's no way that that type of light is going to work in Squire Village that makes it easy because there's a chance you may look at it and not like it.



**McGOEY, HAUSER and EDSALL**  
**CONSULTING ENGINEERS P.C.**

RICHARD D. McGOEY, P.E.  
WILLIAM J. HAUSER, P.E.  
MARK J. EDSALL, P.E.  
JAMES M. FARR, P.E.

Licensed in NEW YORK, NEW JERSEY  
and PENNSYLVANIA

**TOWN OF NEW WINDSOR**  
**PLANNING BOARD**  
**REVIEW COMMENTS**

- ☐ **Main Office**  
45 Quassaick Ave. (Route 9W)  
New Windsor, New York 12553  
(914) 562-8640  
e-mail: mheny@att.net
- ☐ **Regional Office**  
507 Broad Street  
Milford, Pennsylvania 18337  
(717) 296-2765  
e-mail: mhepa@ptd.net



**REVIEW NAME:** SQUIRE VILLAGE SHOPPING CENTER  
SITE PLAN AMENDMENT  
EXPANSION TO FOURTEEN (14) THEATERS

**PROJECT LOCATION:** NYS ROUTE 94 AND UNION AVENUE  
SECTION 23-BLOCK 1-LOT 53.1 AND 3

**PROJECT NUMBER:** 98-12

**DATE:** 13 MAY 1998

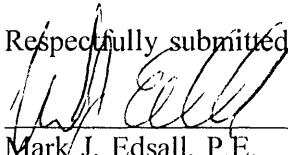
**DESCRIPTION:** THE APPLICATION INVOLVES A CHANGE IN USE FOR  
INTERIOR AREAS OF THE EXISTING MALL, CREATING  
TWO (2) ADDITIONAL THEATERS FOR DESTINA  
THEATERS.

1. It is my understanding that this application involves the elimination of the existing bar occupancy and relocation of the personal service salon, with two (2) additional theaters constructed. The changes involve interior modifications and, as such, no site plan is included with this application.

The primary issue to be reviewed for this proposed amendment involves the revised parking calculation for the site. The Applicant's Architect has submitted a proposed calculation, which indicates the daytime "demand" increasing from 365 to 395 and the nighttime "demand" being reduced from 516 to 514. The available parking spaces provided on the site is indicated as 576. The Planning Board should review this revised parking evaluation with the Applicant and make a determination accepting the combined space (shared use) of the spaces, as per their discretionary judgement under Section 48-16(A)7 of the Town Zoning Code.

2. Other than the concurrence on the parking issue, I am aware of no other issues which must be addressed as part of this site plan amendment, although it should be noted that the conditions of approval for the 98-3 application have not all yet been satisfied.

Respectfully submitted,

  
\_\_\_\_\_  
Mark J. Edsall, P.E.  
Planning Board Engineer  
MJEmk  
A:SQUIRE5.mk

M. VERGARA ASSOCIATES  
1900 HEMPSTEAD TPKE.  
SUITE 411  
EAST MEADOW, N.Y. 11554

LINE OF CONTINGUED  
CORRIDOR ABOVE  
TO PROJ. MEZZANINE.

RELOCATE OFFICES HERE FROM  
SECOND FLOOR DUE TO DEMOLITION

EXIST. RETAIL  
NO CHANGE

LIQOR  
SINK

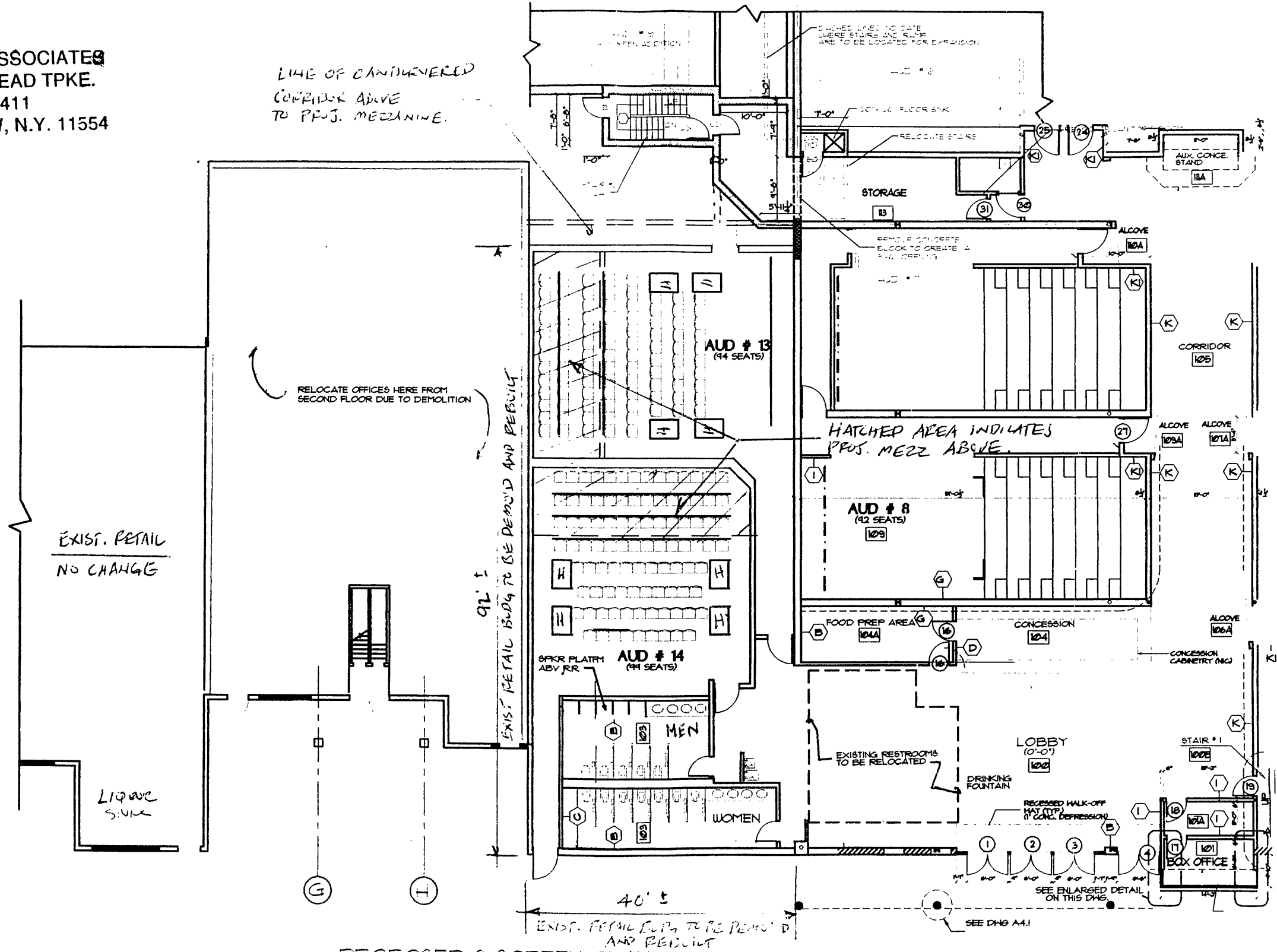
EXIST. RETAIL BLDG TO BE DEMO'D AND REBUILT

PROPOSED 2 SCREEN PLAN

SCALE: 1/8" = 1'-0"  
DATE: 4/14/98

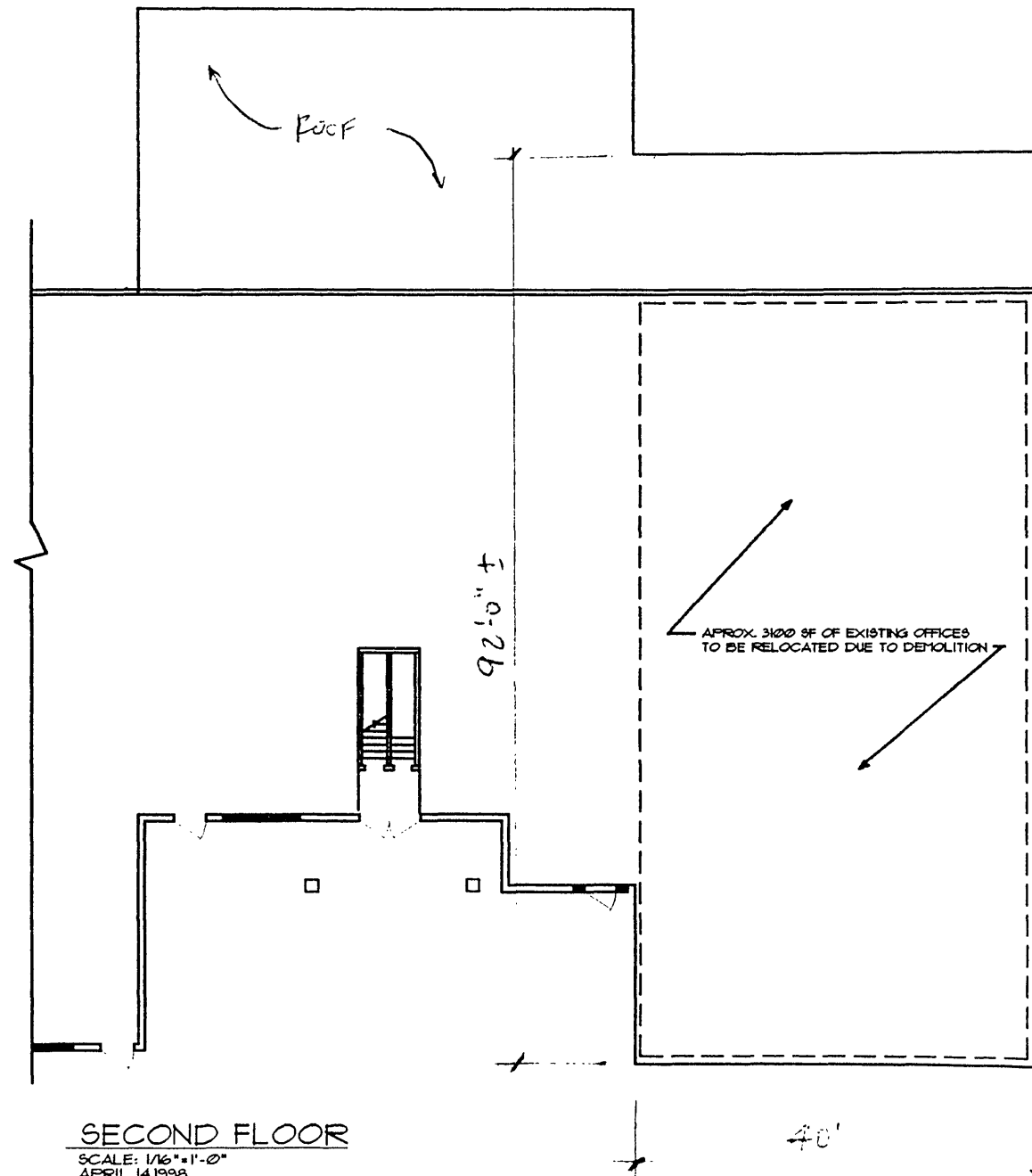
99  
+ 94  
193 seats add

SK-1 #9812  
4/14/98  
98 - 12  
RECEIVED MAR 11 1998

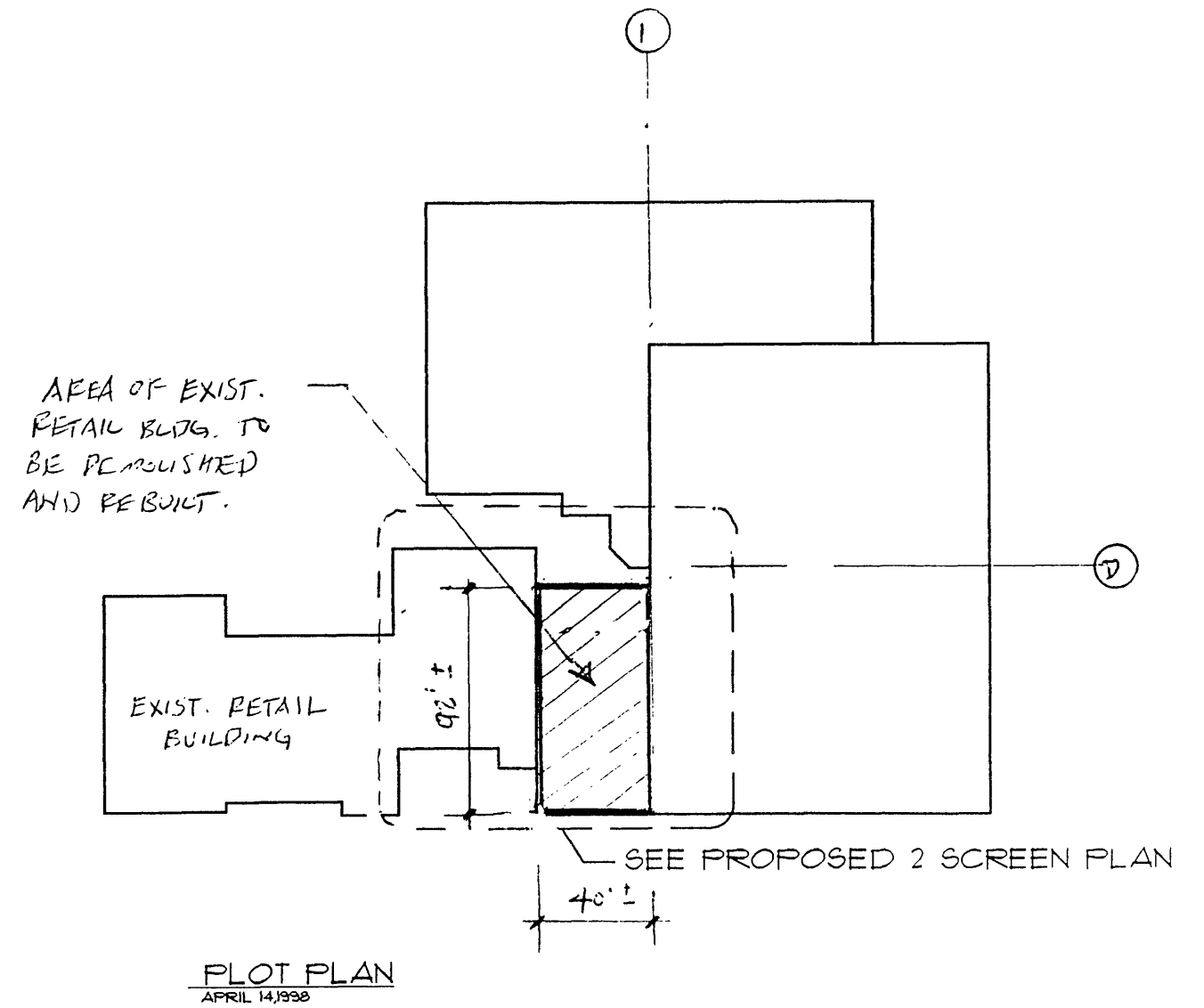




E:\drawings\CARLOS\squireproq\new1 Tue Apr 14 14:11:54 1998



M. VERGARA ASSOCIATES  
1900 HEMPSTEAD TPKE.  
SUITE 411  
EAST MEADOW, N.Y. 11554



Copy



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

## NEW WINDSOR PLANNING BOARD REVIEW FORM

TO: FIRE INSPECTOR, D.O.T., WATER, SEWER, HIGHWAY

PLEASE RETURN COMPLETED FORM TO:

MYRA MASON, SECRETARY FOR THE PLANNING BOARD

PLANNING BOARD FILE NUMBER: 98 - 12

DATE PLAN RECEIVED: RECEIVED JUL 2 1998

RECEIVED

JUL 06 1998

NEW HIGHWAY DEPT.

The maps and plans for the Site Approval ☒  
Subdivision \_\_\_\_\_ as submitted by \_\_\_\_\_  
\_\_\_\_\_ for the building or subdivision of \_\_\_\_\_  
\_\_\_\_\_ has been  
reviewed by me and is approved ☒  
disapproved ☐.

If disapproved, please list reason \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

W. James Smith 7/7/98  
HIGHWAY SUPERINTENDENT DATE

\_\_\_\_\_  
WATER SUPERINTENDENT DATE

\_\_\_\_\_  
SANITARY SUPERINTENDENT DATE

**INTER-OFFICE MEMORANDUM**

**TO: Town Planning Board**

**FROM: Town Fire Inspector**

**DATE: July 7, 1998**

**SUBJECT: Destinta Theater Site Plan**

Planning Board Reference Number: PB-98-12

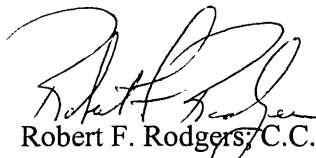
Dated: 2 July 1998

Fire Prevention Reference Number: FPS-98-037

A review of the above referenced subject site plan was conducted on 7 July 1998.

This site plan is acceptable.

Plans Dated: 1 July 1998 Revision 8

  
Robert F. Rodgers, C.C.A.  
Fire Inspector



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

## NEW WINDSOR PLANNING BOARD REVIEW FORM

TO: FIRE INSPECTOR, D.O.T., WATER, SEWER, HIGHWAY

PLEASE RETURN COMPLETED FORM TO:

MYRA MASON, SECRETARY FOR THE PLANNING BOARD

PLANNING BOARD FILE NUMBER: 98 - 12

DATE PLAN RECEIVED: RECEIVED JUL 2 1998

The maps and plans for the Site Approval \_\_\_\_\_

Subdivision \_\_\_\_\_ as submitted by \_\_\_\_\_

\_\_\_\_\_ for the building or subdivision of \_\_\_\_\_

Squire Village Shopping Center has been  
reviewed by me and is approved ☒ \_\_\_\_\_

disapproved \_\_\_\_\_.

If ~~disapproved~~, please list reason \_\_\_\_\_

Village has town water -

HIGHWAY SUPERINTENDENT \_\_\_\_\_ DATE \_\_\_\_\_

Steven D. D. D. 7-6-98  
WATER SUPERINTENDENT \_\_\_\_\_ DATE \_\_\_\_\_

SANITARY SUPERINTENDENT \_\_\_\_\_ DATE \_\_\_\_\_



McGOEY, HAUSER and EDSALL  
CONSULTING ENGINEERS P.C.

RICHARD D. McGOEY, P.E.  
WILLIAM J. HAUSER, P.E.  
MARK J. EDSALL, P.E.

DESTINA

- ☐ Main Office  
45 Quassaick Ave. (Route 9W)  
New Windsor, New York 12553  
(914) 562-8640
- ☐ Branch Office  
400 Broad Street  
Milford, Pennsylvania 18337  
(717) 296-2765

PLANNING BOARD WORK SESSION  
RECORD OF APPEARANCE

1-3

TOWN/VILLAGE OF New Windsor

P/B #      -     

WORK SESSION DATE: 6 May 1997

APPLICANT RESUB.  
REQUIRED: Full App

REAPPEARANCE AT W/S REQUESTED: NO

PROJECT NAME: Destina Theater Am 2

PROJECT STATUS: NEW ☒ OLD ☐

REPRESENTATIVE PRESENT: Scott K/ Joe/ Mario/ Steve

MUNIC REPS PRESENT: BLDG INSP.       
FIRE INSP.       
ENGINEER X  
PLANNER       
P/B CHMN.       
OTHER (Specify)     

ITEMS TO BE ADDRESSED ON RESUBMITTAL:

- Coladrea has same lights.
- Wk to contact board re site to visit
- lighting on site based on 400 lux type  
which requires off wiring
- new layout has conduit in already
- Wed night discussion item
- Capricorn leaving - want 2 more theater +  
office
- new app for amendment

C/16E  
563-4514  
Jackie

**APPLICANT/OWNER PROXY STATEMENT**  
**(for professional representation)**

for submittal to the:  
 TOWN OF NEW WINDSOR PLANNING BOARD

JMR

~~FRANK ASSOC. LLC~~ (Franklin Assoc.) deposes and says that he resides  
 (OWNER) FRANKLIN ASSOC.)

at GARRET HT. PLAZA W. PATTERSON in the County of Passaic  
 (OWNER'S ADDRESS) N.J.

and State of New Jersey and that he is the owner of property tax map

(Sec. 23 Block 1 Lot 53.1)  
 designation number (Sec. 23 Block 1 Lot 53.3) which is the premises described in

the foregoing application and that he authorizes:

DESTINATA THEATERS 125 E. 71ST ST. NYC NY 10021  
 (Applicant Name & Address, if different from owner)

SCOTT KARTIGAWER, P.E. 555 BLOOMING GARDEN TRK, NEW WINDSOR  
 (Name & Address of Professional Representative of Owner and/or Applicant) NY  
 12553

to make the foregoing application as described therein.

AMENDMENT TO PLAN.

SPRING VILLAGE SHOPPING CENTER - 11750 SQ. ADDITION &  
 AUXILIARY PARKING - AMENDMENT FOR MINOR CHANGE OF USE &  
 CHANGE TO PARKING TABLE.

Witness

Date: May 6, 1998

*[Signature]*  
 Owner's Signature

*[Signature]*  
 Witness' Signature

*[Signature]*  
 Applicant's Signature if different than owner

*[Signature]*  
 Representative's Signature

**THIS FORM CANNOT BE WITNESSED BY THE PERSON OR  
 REPRESENTATIVE OF THE COMPANY WHO IS BEING AUTHORIZED  
 TO REPRESENT THE APPLICANT AND/OR OWNER AT THE MEETINGS.**



# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553  
Telephone: (914) 563-4615  
Fax: (914) 563-4693

## PLANNING BOARD APPLICATION

### TYPE OF APPLICATION (check appropriate item):

Subdivision \_\_\_\_\_ Lot Line Change \_\_\_\_\_ Site Plan ☒ Special Permit \_\_\_\_\_

Tax Map Designation: Sec. 23 Block 1 Lot 53:1, 3

1. Name of Project SQUIRE VILLAGE SHOPPING CENTER - SIGN IMPROVEMENTS  
FOR DESTINATA THEATERS - 11750SF ADDITIONAL AUXILIARY PARKING -  
2. Owner of Record FRANKLIN ASSOC. LLC Phone (773) 420-3200 AMEND MAP

Address: GARROT MT. PLAZA, W. PATTERSON, N.J.  
(Street Name & Number) (Post Office) (State) (Zip)

TO: PARKING  
TABLE  
MINOR  
CHANGE  
OF USE.

3. Name of Applicant DESTINATA THEATERS Phone 212-861-8871

Address: 125 E 71ST ST., NYC NY. 10021  
(Street Name & Number) (Post Office) (State) (Zip)

4. Person Preparing Plan SCOTT KARTIGANER JR. Phone 860-346-6610

Address: 88 555 BLOOMING GROVE TRC. NEW WINDSOR NY  
(Street Name & Number) (Post Office) (State) (Zip) 12553

5. Attorney NA Phone \_\_\_\_\_

Address \_\_\_\_\_  
(Street Name & Number) (Post Office) (State) (Zip)

6. Person to be notified to appear at Planning Board meeting:

SCOTT KARTIGANER 860-346-6610  
(Name) (Phone)

7. Project Location:

On the EAST side of QUOSSACK AVE 100 feet  
(Direction) (Street) (No.)  
SOUTH of UNION AVE.  
(Direction) (Street)

8. Project Data: Acreage 9.25 Zone NC School Dist. NEWBURGH



9. Is this property within an Agricultural District containing a farm operation or within 500 feet of a farm operation located in an Agricultural District? Yes \_\_\_\_\_ No X

**\*This information can be verified in the Assessor's Office.**

**\*If you answer "yes" to question 9, please complete the attached "Agricultural Data Statement".**

10. Description of Project: (Use, Size, Number of Lots, etc.) AMENDMENT OF SITE PLAN PARKING TABLE DUE TO CHANGE IN USE OF PORTION OF BUILDING EG. 2480 SF ADDED AS THEATRE (193 SEATS) / REMOVAL OF BAL (150 SEATS) / RELOCATION OF OFFICES - TOTAL NET S.F. REDUCTION OF
11. Has the Zoning Board of Appeals Granted any Variances for this property? yes \_\_\_\_\_ no X 2480 SF
12. Has a Special Permit previously been granted for this property? yes \_\_\_\_\_ no X

**ACKNOWLEDGMENT:**

IF THIS ACKNOWLEDGMENT IS COMPLETED BY ANYONE OTHER THAN THE PROPERTY OWNER, A SEPARATE NOTARIZED STATEMENT OR PROXY STATEMENT FROM THE OWNER MUST BE SUBMITTED, AT THE TIME OF APPLICATION, AUTHORIZING THIS APPLICATION.

STATE OF NEW YORK)

SS.:

COUNTY OF ORANGE)

THE UNDERSIGNED APPLICANT, BEING DULY SWORN, DEPOSES AND STATES THAT THE INFORMATION, STATEMENTS AND REPRESENTATIONS CONTAINED IN THIS APPLICATION AND SUPPORTING DOCUMENTS AND DRAWINGS ARE TRUE AND ACCURATE TO THE BEST OF HIS/HER KNOWLEDGE AND/OR BELIEF. THE APPLICANT FURTHER ACKNOWLEDGES RESPONSIBILITY TO THE TOWN FOR ALL FEES AND COSTS ASSOCIATED WITH THE REVIEW OF THIS APPLICATION.

SWORN BEFORE ME THIS:

6<sup>th</sup> DAY OF May 1998

Deborah Green  
NOTARY PUBLIC

DEBORAH GREEN  
Notary Public, State of New York  
Qualified in Orange County  
# 4884065  
Commission Expires July 15, 1999

Joseph Angelotti  
APPLICANT'S SIGNATURE  
JOSEPH ANGELOTTI  
Please Print Applicant's Name as Signed

\*\*\*\*\*  
TOWN USE ONLY:

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DATE APPLICATION RECEIVED

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APPLICATION NUMBER

PROJECT I.D. NUMBER

617.21

SEQR

Appendix C

State Environmental Quality Review

## SHORT ENVIRONMENTAL ASSESSMENT FORM

For UNLISTED ACTIONS Only

## PART I—PROJECT INFORMATION (To be completed by Applicant or Project sponsor)

1. APPLICANT /SPONSOR <u>DESTINYA THEATERS</u>	2. PROJECT NAME <u>SQUAREMARE SHOPPING CENTER</u>
3. PROJECT LOCATION: Municipality <u>TOWN OF NEW WINDSOR</u> County <u>ORANGE</u>	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) <u>EAST SIDE OF QUINCY AVE 100 FEET SOUTH OF UNION AVE.</u> <u>SAC 23 BLOCK 1 LOT 531 &amp; 533.</u>	
5. IS PROPOSED ACTION: <input type="checkbox"/> New <input type="checkbox"/> Expansion <input checked="" type="checkbox"/> Modification/alteration	
6. DESCRIBE PROJECT BRIEFLY: <u>SITE IMPROVEMENTS FOR DESTINYA THEATERS - INCREMENT TO PARKING TABLE &amp; CHANGE OF USE TO ACCOMMODATE 193 SEATS IN 2 NEW THEATERS. REMOVAL OF BAR &amp; SOME OFFICES - TOTAL NET REDUCTION IN SQUARE FOOTAGE OF 2480 SF.</u>	
7. AMOUNT OF LAND AFFECTED: Initially <u>0</u> acres Ultimately <u>0</u> acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe briefly	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input type="checkbox"/> Residential <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open space <input type="checkbox"/> Other Describe:	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list agency(s) and permit/approvals	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list agency name and permit/approval	
12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <u>DEPENDENT TO EXISTING PLAN.</u>	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE	
Applicant/sponsor name: <u>JOSEPH ANGELOTTI</u>	Date: <u>5/6/98</u>
Signature: <u>[Signature]</u>	

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment

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98 - 12

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**PART II—ENVIRONMENTAL ASSESSMENT (To be completed by Agency)**

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.12? If yes, coordinate review process and use the FULL EAF.	
<input type="checkbox"/> Yes	<input type="checkbox"/> No
B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6? If No, a negative declaration may be superseded by another involved agency.	
<input type="checkbox"/> Yes	<input type="checkbox"/> No
C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)	
C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic patterns, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly:	
C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:	
C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:	
C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly:	
C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly:	
C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly:	
C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly:	
D. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?	
<input type="checkbox"/> Yes	<input type="checkbox"/> No If Yes, explain briefly

**PART III—DETERMINATION OF SIGNIFICANCE (To be completed by Agency)**

**INSTRUCTIONS:** For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed.

<input type="checkbox"/> Check this box if you have identified one or more potentially large or significant adverse impacts which <b>MAY</b> occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.	
<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action <b>WILL NOT</b> result in any significant adverse environmental impacts <b>AND</b> provide on attachments as necessary, the reasons supporting this determination:	
_____	
Name of Lead Agency	
_____	_____
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
_____	_____
Signature of Responsible Officer in Lead Agency	Signature of Preparer (If different from responsible officer)
_____	
Date	

**\* APPLICANT/OWNER PROXY STATEMENT**  
**(for professional representation)**

for submittal to the:  
TOWN OF NEW WINDSOR PLANNING BOARD

**\* JRM ASSOC. LLC (Formerly**  
**(OWNER) FRANKLIN ASSOC.)** deposes and says that he resides

at **GARROT MT. PLAZA / W. PATTERSON** in the County of \_\_\_\_\_  
**(OWNER'S ADDRESS) N.J.**

and State of **New Jersey** and that he is the owner of property tax map

(Sec. **23** Block **1** Lot **53.1**)  
designation number (Sec. **23** Block **1** Lot **53.3**) which is the premises described in

the foregoing application and that he authorizes:

**DESTINTA THEATERS 125 E. 71ST ST. NYC NY 10021**  
**(Applicant Name & Address, if different from owner)**

**SCOTT KARTIGAUER, P.E. 555 BLOOMING GROVE TPK, NEW**  
**(Name & Address of Professional Representative of Owner and/or Applicant) WINDSOR**  
**NY**  
**12553**

to make the foregoing application as described therein.

**AMENDMENT TO PLAN.**

**SQUIRE VILLAGE SHOPPING CENTER - 11750 & ADDITION &**  
**AUXILIARY PARKING - AMENDMENT FOR MINOR CHANGE OF USE &**  
**CHANGE TO PARKING TABLE.**

Date: **May 6, 1998**

**Deborah Green**  
Witness' Signature

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Owner's Signature

Applicant's Signature if different than owner

Representative's Signature

**THIS FORM CANNOT BE WITNESSED BY THE PERSON OR**  
**REPRESENTATIVE OF THE COMPANY WHO IS BEING AUTHORIZED**  
**TO REPRESENT THE APPLICANT AND/OR OWNER AT THE MEETINGS.**

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98 - 12